

NOTICE

NO HAND CARRIED BIDS! NO MAILED BIDS!

Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U.S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers handcarried directly to the Bid Room address within the Ford House Office Building, as specified elsewhere in this solicitation, or at any other location in the U.S. Capitol Complex of buildings.

Due to these unusual circumstances the Procurement Division for the Architect of the Capitol will only accept offers/proposals via UPS or FEDEX at the address noted below. All handcarried offers/proposals will be rejected. Any attempt to hand carry an offer/proposal to any location in the U.S. Capitol Complex of buildings will be refused. See Section L for submission of offers. Offerors are advised when sending proposals via FEDEX or UPS ***not*** to use same day delivery. FEDEX/UPS often subcontract out the delivery for same-day service. It is necessary for delivery personnel to arrive in a FEDEX/UPS truck and be in a uniform recognized as FEDEX/UPS at the delivery point. Offerors are encouraged to determine who will be making the delivery when making arrangements with FEDEX/UPS.

All UPS and FEDEX deliveries are to be made to the Ford House Office Building at the following address:

Architect of the Capitol
Procurement Division
Ford House Office Building
Attn: Chris Lindsay
Room H2-263
Second and "D" Streets, S.W.
Washington, DC 20515

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i> Architect of the Capitol		1. SOLICITATION NO. RFP080033	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 05/05/2008	PAGE 1 OF 46 PAGES
IMPORTANT -The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6A. PROJECT NO.	6B. TITLE		
	SC 080158		Modernize Elevator #1		
7. ISSUED BY		8. ADDRESS OFFER TO			
AOC - Procurement Division 2nd & D Streets, SW Room H2-263 WASHINGTON, DC 20515		AOC - Procurement Division 2nd & D Streets, SW Room H2-263 WASHINGTON, DC 20515			
9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (Include area code)(NO COLLECT CALLS)			
	Christian Lindsay	202-226-2172			

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

Modernization of Elevator #1 at the U.S. Supreme Court Building.

11. The Contractor shall begin performance 15 calendar days and complete it within 105 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. (*See* Clause No. AOC52-211-5 .)

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12b).

☒ YES ☐ NO

12b. CALENDAR DAYS

15

13. ADDITIONAL SOLICITATION REQUIREMENTS

- a. Sealed offers in original and 3 copies to perform the work required are due at the place specified in item 8 by 13:00:00 (hour) local time 05/28/2008 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- b. An offer guarantee ☒ is, ☐ is not required.
- c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference
- d. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) CODE	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than Item 14.)

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within 0 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE										
20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					20b. SIGNATURE				20c. OFFER DATE	

AWARD (To be completed by Government)**21. ITEMS ACCEPTED**

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO 41 U.S.C. 5
26. ADMINISTERED BY AOC - Procurement Division 2nd & D Streets, SW Room H2-263 WASHINGTON, DC 20515	27. PAYMENT WILL BE MADE BY Accounting Division Ford House Office Bldg. Rm. H2-205 Washington, DC 20515

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31a. NAME OF CONTRACTING OFFICER (Type or print) Christian Lindsay	
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY _____	31c. DATE SIGNED

Summary Info Continuation Page

BASE

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
1	Modernize Elevator #1	Total : 1.00	EA	\$	\$
Description: Contract/RFP to replace/modernize equipment and electronics of elevator #1 according to specifications.					

Lump-Sum Price for Base

\$

B.1

The work includes all equipment, material and labor for the Modernization of Elevator #1 at the United States Supreme Court Building, Washington, DC, as defined in the General Conditions, Solicitation Conditions, Supplementary Conditions, Representations and Certifications, and identified in the Specification Sections 01000, 028213 and 028313, and Attachments Davis Bacon Wage Decision No. DC20080003 dated 2/2/2008 and Wage Determination No. 1978-1183 dated 1/17/2008

General Conditions

52.211-12

Liquidated Damages--Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$550.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.223-3

Hazardous Material Identification and Material Safety Data (Jan 1997)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, list None)	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.225-9

Buy American Act--Construction Materials (Jan 2005)

(a) *Definitions.* As used in this clause--

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.*

(1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate none]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.*

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:	--	--	--
Foreign Construction Material			
Domestic Construction Material			
Item 2:	--	--	--
Foreign Construction Material			
Domestic Construction Material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

(End of clause)

52.236-5

Material and Workmanship (Apr 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-9

Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.242-14

Suspension of Work (Apr 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed-

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-7

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 30 days (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

- (i) What contract line items have been or may be affected by the alleged change;
- (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
- (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within 30 days (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.* (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

- (i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

AOC52.202-2

Definitions - Construction (Jun 2004)

(a) The term Government means the United States of America, represented by the Architect of the Capitol, who is the Contracting Officer.

(b) The term head of the agency means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The other authority as used in this paragraph includes the Architect of the Capitol in cases in which he has final jurisdiction or supervision over the work involved.

(c) The term Architect as used in the contract documents shall mean the Architect of the Capitol.

(d) The term Contracting Officer as used in the contract documents means the Architect of the Capitol or his duly authorized representative.

(e) The term his duly authorized representative means any person or persons or board authorized to act for the head of the agency within the scope of their authority.

(f) The term Contractor means the individual, partnership or corporation entering into a contract with the Government to perform the work specified.

(g) The term Subcontractor, as used in this part, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or other subcontractor. There is no privity of contract between the Government and the Subcontractors.

(h) The term Project Director means the individual designated by the Architect to monitor the progress of work from a technical standpoint. The duties and responsibilities of the Project Director shall include supervision of scheduling, receipt and verification of Contractor's payrolls in accordance with the Davis Bacon Act, coordination between Divisions, concerning resolution and/or avoidance of potential problems and, to the extent authorized by the Delegation of Authority, if any, issuance of clarifications, supplemental agreements and change orders to the Contractor.

(i) The term contract documents includes, collectively, the Project Manual, the contract drawings and the addenda and modifications thereto, if any.

(j) The term work includes, but is not limited to, materials, labor, and manufacture and fabrication of components.

(k) The term specifications means the portion of the Contract Documents that consist of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

(l) The term drawings means the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, that show the design, location and dimensions of the Work, and generally includes plans, elevations, sections, details, schedules and diagrams.

(m) Wherever in the specifications or upon the drawings the word directed, required, ordered, designated, prescribed, or words of like import are used, it shall be understood that the direction, requirement, order, designation, or prescription, of the Contracting Officer is intended and similarly the words approved, acceptable, satisfactory, or words of like import shall mean approved by or acceptable to, or satisfactory to the Contracting Officer, unless otherwise expressly stated.

(n) Where as shown, as indicated, as detailed, or words of similar import are used, it shall be understood that the reference is made to

the drawings accompanying this contract unless stated otherwise. The word provided as used herein shall be understood to mean provide complete in place, that is furnished and installed.

(End of clause)

AOC52.203-2

Disclosure of Information to the General Public (Jun 2004)

(a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Procurement Division. The contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) General public, for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

AOC52.203-1

Advertising/Promotional Materials (Dec 2005)

(a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.

(b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.

(c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.

(d) If this solicitation is for supplies or services, including construction, to be provided to or performed for the United States Supreme Court, the Contractor, by signing this contract, agrees that he or she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Supreme Court of the United States endorses a product, project, or commercial line of endeavor.

(End of clause)

AOC52.204-1

Printed or Copied Double-sided on Recycled Paper (Jun 2004)

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied doubled-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

AOC52.204-4

AOC52.204-4 Personal Identity Verification of Contractor Personnel (Sep 2007)

(a) By entering into this contract, the Contractor agrees to comply with all Federal laws that apply to the Contractor's activities, including but not limited to the U.S. Citizenship and Immigration Services' requirement to maintain a signed copy of I-9 Employment Eligibility Verification for each employee in accordance with 8 U.S.C. 1324(a).

(b) The Employment Eligibility Verification Program (E-Verify), operated by the Department of Homeland Security and the Social Security Administration, allows U.S. employers to verify name, date of birth, and Social Security Number, as well as immigration information for non-citizens, against Federal databases in order to verify the employment eligibility of both citizen and non-citizen new hires. All contractors receiving AOC contracts are strongly encouraged to use this program to verify the status of their personnel. Information about the program can be obtained at www.dhs.gov/E-Verify or by calling 1-888-464-4218.

(c) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a Federally-controlled facility or access to a Federal information system.

(End of clause)

AOC52.211-3

Deficiencies in Contract Documents (Jun 2004)

The Contractor shall promptly inform the Contracting Officer, in writing, of any discovered errors, omissions, discrepancies, conflicts or ambiguities in the contract documents before proceeding with any work affected by such factors. Failure to do so will be at the risk of the Contractor.

(End of clause)

AOC52.211-6

Notice to Proceed (Jun 2004)

A formal notice, or notices, to proceed will be issued as soon as practical, normally after approval by the Contracting Officer of the bonds and insurance. Unless specifically authorized in writing, any steps taken in connection with the performance of, or the preparation to perform, the contract, prior to issuance of the notice to proceed, will be the responsibility of and at the risk of the Contractor, and without any cost whatsoever to the Government.

(End of clause)

AOC52.215-10

Examination of Records (Jun 2004)

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

(c) The term subcontract as used in this clause excludes purchase orders not exceeding \$10,000.

(End of clause)

AOC52.215-11

Audits (Jun 2004)

(a) If the price of this contract is changed through the operation of any of the provisions of this contract, the Contractor, within such reasonable time as the Contracting Officer may direct, shall submit complete and accurate cost and pricing data in support of any claim asserted under such provisions.

(b) With the submission of cost and pricing data the Contractor shall supply the following certification by a duly authorized corporate officer, partner, or owner, as applicable:

"This is to certify that, to the best of my knowledge and belief, the cost and pricing data herewith submitted to the Contracting Officer in support of a price adjustment under Supplement/Claim No. for _____ (identify by description) are accurate and complete and they are current as of _____ (date).

Date of Execution _____

Firm _____

Signature _____

Title _____ "

(c) The Contracting Officer in accordance with the FAR clause Audit and Records - Negotiation , 52.215-2, has the right to examine all books, records, documents and other data of the Contractor or subcontractor in order to evaluate the accuracy, completeness, and currency of cost or pricing data thus submitted. The Contractor shall insert an appropriate provision in all subcontracts for the purpose of making the requirements of this paragraph applicable thereto.

(End of clause)

AOC52.219-1

Utilization of Small Business Concerns (Aug 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

AOC52.222-3

Convict Labor (Jun 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).

(End of clause)

AOC52.222-4

Overtime Work (Aug 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturdays, Sundays, or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is authorized by the Contracting Officer; and provided such work is not otherwise required to be performed under the terms of the contract. If said authorization is verbal, with written verification thereof by signature of the Contracting Officer on the employee's weekly time record (see AOC52.232-2, Payments - Services or AOC52.232-3, Payments - Services Utilizing Time Records).

(End of clause)

AOC52.222-7

Workmen's Compensation Laws (Jun 2004)

The Contractor and his subcontractors employed on the site shall comply with the Workmen's Compensation Laws of the [District of Columbia Maryland Virginia].

(End of clause)

AOC52.223-1

Hazardous Material Identification and Material Safety Data - Supplement (Jun 2005)

(a) Except as provided in paragraph (c), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS s), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in FAR 52.223-3(b).

(b) For items shipped to consignees, the Contractor shall include a copy of the MSDS s with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS s to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(c) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS in or on each shipping container. If affixed to the outside of each container, the MSDS s must be placed in a weather resistant envelope.

(d) For items provided to a construction site, the contractor shall provide two copies of each MSDS. One copy shall be provided to the COTR in accordance with the Division 1 submittal requirements, and a second copy shall be kept in an MSDS binder on the job site.

(End of clause)

AOC52.223-3

Security Markings (Jun 2004)

(a) Before dissemination to subcontractors or other personnel, all AOC drawings and electronic copies thereof shall be considered at a minimum to be sensitive but unclassified (SBU). The following statement shall be imprinted on each page of drawings:

PROPERTY OF THE UNITED STATES GOVERNMENT
 COPYING, DISSEMINATING, OR DISTRIBUTING THESE DRAWINGS, PLANS OR SPECIFICATIONS TO
 UNAUTHORIZED USERS IS PROHIBITED
 Do not remove this notice
 Properly destroy documents when no longer needed

(b) The following paragraph shall be included on the cover page of the information (such as the cover page on a set of construction drawings and on the cover page of the specifications).

PROPERTY OF THE UNITED STATES GOVERNMENT
 COPYING, DISSEMINATING, OR DISTRIBUTING THESE DRAWINGS, PLANS OR SPECIFICATIONS TO
 UNAUTHORIZED USERS IS PROHIBITED
 Do not remove this notice
 Properly destroy documents when no longer needed

(End of clause)

AOC52.223-4

Transmission or Posting of Drawings/Specifications (Jun 2004)

Due to security issues, the contractor is strictly prohibited from placing or transmitting drawings and specifications on the internet or modem without express permission from the Architect of the Capitol.

(End of clause)

AOC52.225-1

Buy American Act - Supplement (Jun 2004)

In addition to provisions of the above clause entitled, Buy American Act, the General Provisions of the Legislative Branch Appropriations Act provides in part, as follows:

(a) It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in the Act should be American-made.

(b) In providing financial assistance to or entering into any contract with, any entity using funds made available in the Act, the head of each Federal Agency, to the greatest extent practicable, shall provide to such entity a notice describing the statement made in Paragraph (a) above, by the Congress.

(End of clause)

AOC52.236-3

Accident Prevention and Safety and Health Programs - Construction (Sep 2004)

(a) The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others and comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein. He shall also be responsible for all materials delivered and work performed until completion and final acceptance of the entire contract work, except for any completed unit thereof which theretofore may have been finally accepted.

(b) Williams-Steiger Occupational Safety and Health Act. The Contractor shall also comply in all aspects of the job with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations. The Contractor shall bring to the attention of the Architect any work encountered which may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the area is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.

(c) National Fire Protection Association standards. The Contractor shall comply with all applicable standards of the National Fire Protection Association relative to fire prevention, except to the extent that more exacting requirements are specified or imposed by the Contracting Officer. The Contractor shall keep and properly maintain fire prevention devices at the job site and shall take all possible precautions deemed necessary by the Government representative in charge of the work.

(d) Protection of property and persons. (1) The Contractor shall protect all of his material and work at the site, whether incorporated in the work or not, against damage or loss from any cause, and he shall take all necessary precautions against damage to all other work and material on the site. He shall provide and maintain necessary safeguards for protection of his employees, Government employees and the public generally, and he shall take all other proper precautions for their protection against injury. He shall comply with all directives and regulations of the Contracting Officer and other proper authorities relative to the use of public property.

(2) The Contractor shall protect all electric, telephone, computer facilities, water, gas, sewer, steam and other underground utility lines, in sidewalks, streets or other areas in, under or around the site, to the satisfaction of the Contracting Officer, the Government of the District of Columbia, and all other authorities having jurisdiction.

(3) The performance of work at the site by other parties shall not relieve the Contractor from any liability for loss or damage or from his obligations under this contract. No agreement or arrangement between the Contractor and others as to a division or proportionate share of liability for loss or damage incurred, or of the cost of insurance, shall in any way relieve the Contractor of such liability or his obligations under this contract.

(e) The Contractor shall comply with the requirements of FAR 52.236.13, Accident Prevention. In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to suspend work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to suspend the work to the Contractor formalizing the specifics of the verbal suspension of work.

(f) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

AOC52.236-4

Cutting and Patching (Jun 2004)

Prior to initiation of the work operations of either cutting or patching, as a necessary requirement of the work under this contract, of any structural component or of lintels, stair systems, piping, duct work, vessels, equipment and like items in the building, the Contractor shall consult with the Contracting Officer and follow explicitly his directions and stated requirements concerning methods, materials, the manner in which the work is performed, and the level of competence and skill possessed by Contractor's employees, or those of subcontractors, who are proposed to be employed in said cutting and/or patching operations.

(End of clause)

AOC52.236-5

Cleaning and Restoring (Jun 2004)

(a) The contractor shall remove dirt and debris resulting from the operations under this contract daily.

(b) The Contractor shall, as a condition precedent to the final acceptance of the work, remove from the site of the work all remaining plant, installations, temporary barricades, temporary facilities, equipment, tools, materials, refuse, rubbish and waste, used or accumulated in connection with, but not incorporated in, the work, unless otherwise specified or directed, and he shall leave the buildings, grounds, streets, and all public places occupied by him in a thoroughly clean, neat and satisfactory condition.

(End of clause)

AOC52.236-8

Scheduling of Work (Aug 2004)

(a) The Contractor shall, before commencing work on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of partial payments until the Contractor submits the required schedule.

(b) The Contractor shall furnish sufficient forces, construction plant and equipment, and shall work such hours as necessary to insure prosecution of work in accordance with the approved schedule. If, in the opinion of the Contracting Officer, the Contractor falls behind in the scheduled progress, the Contractor shall take such steps as may be necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained. The provisions of this subparagraph shall not be construed as prohibiting work on Saturdays, Sundays and holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, if the Contractor so elects and if approved.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

AOC52.236-9

Schedule of Values (Jun 2004)

(a) The Contractor shall, in accordance with the requirements of the Contracting Officer, prepare and submit for approval a schedule of estimated values of all parts of the work, and shall submit such quantity breakdowns pertinent thereto as the Contracting Officer may deem necessary for the proper checking of partial payment requisitions and for other administrative purposes. The total of the schedule of values shall equal the amount of the contract. The values employed in making this schedule will be used only for determining partial payments; they will not be used as a basis for determining an increase or decrease in the contract price. The listings and subdivisions of this schedule for estimated costs and quantity breakdowns shall be as approved by the Contracting Officer.

(b) The submission and approval of the schedule of values shall be a condition precedent to the making of partial payments.

(End of clause)

AOC52.236-10

Specifications and Drawings for Construction (Feb 2007)

(a) The Contractor shall keep on the site of the work a copy of the drawings and specifications, and of approved shop drawings, product data and samples and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, or in case of discrepancy either within the figures, within the drawings, or within the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information he considers necessary,

unless otherwise provided.

(b) Shop drawings means drawings submitted to the Government by the Contractor, subcontractor, any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

(c) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (c); and
- (5) Reproduce and print contract drawings and specifications as needed.

(d) In general--

- (1) Large scale drawings shall govern small scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(e) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(f) The work shall conform to the specifications and the contract drawings included as part of this contract.

(g) The Contractor shall submit to the Contracting Officer for approval shop drawings, product data and samples as required under the various sections of this Project Manual. The Contractor shall coordinate all such submittals, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings, product data, or samples submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for re-submission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such submittals, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with Paragraph (d) below.

(h) If shop drawings, product data, or samples show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(i) Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings, product data or samples delivered under this contract.

(j) The provisions of this entire paragraph shall be included in all subcontracts at any tier.

(End of clause)

AOC52.236-12

Product Data and Samples (Jun 2004)

(a) Product data shall mean information (e.g., catalog cuts, standard illustrations, drawings, performance charts, data and brochures) pertinent to a particular product, equipment or material required as a part of the work. Product data is required to establish, for the purposes of evaluation and approval, details of the product offered in response to specifications elsewhere in the contract documents. Product data pertains to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5)

methods of manufacture, assembly, construction, or operation. The term includes, in addition to the above, the manufacturer's standard printed recommendations for application and use, compliance with recognized standards of trade associations and testing agencies, and the application of their labels and seals (if any).

(b) Samples are physical examples of materials, equipment or workmanship that will be used by the Contracting Officer to establish standards by which the work will be judged.

(c) Samples not subject to destructive tests may be retained by the Contracting Officer until completion of the work; they will then be returned to the Contractor, at his own expense, if he so requests in writing.

(End of clause)

AOC52.243-1

Changes - Supplement (Jun 2004)

(a) Definitions.

(1) A change order is a unilateral contract modification, signed by the Contracting Officer, which describes and identifies a particular change in the requirements as permitted by the FAR clause, 52.243-4, Changes and authorizes the contractor to begin performance with the changed requirements. The change order may reference pertinent oral or written directives, provide an adjustment to the contract price and/or time for performance, and direct the contractor to submit a proposal for definitization of the change order.

(2) A supplemental agreement is a bilateral contract modification, signed by the contractor and the Contracting Officer, which either authorizes the contractor to begin performance with the changed requirements in accordance with the equitable adjustment agreed to prior to commencement of performance of the changed requirements or definitizes a change order after agreement of an equitable adjustment to the contract.

(3) Request for Proposal. A request by the Contracting Officer or his duly authorized representative for the contractor to submit a proposal for requirements contemplated to be changed. Such proposal shall be submitted within the time limit specified in the request and in accordance with the requirements and limitations of this clause.

(b) Authorization of changes. All changes to contract requirements will be authorized in writing by the Contracting Officer through one of the following methods:

(1) A Supplemental Agreement, with the concurrence of the contractor; or

(2) A unilateral Change Order.

(c) Submission of proposals and cost breakdowns by the contractor.

(1) Proposals for changes to the contract requirements shall include a brief description of the change; a breakdown of costs as outlined hereinafter; and a time impact analysis (fragnet).

(2) In considering proposals for changes involving added requirements, omitted requirements, or any combination thereof, the Contracting Officer or his duly authorized representative will make check-estimates in such detail as he deems necessary with the view of arriving at equitable adjustments. With each proposal, the contractor shall submit separately an itemized breakdown as per "Exhibit A" hereof, which shall include, but not be limited to, the following:

(i) Direct labor costs;

(ii) Social Security and Unemployment Insurance Taxes;

(iii) Workmen's compensation and general liability insurance;

(iv) Direct material quantities and unit prices (separated into trades);

(v) Construction equipment;

(vi) Overhead; and

(vii) Profit.

(3) If the contractor believes that the change in the contract requirements affects the contract period of performance, as required by AOC52.211-5, Commencement, Prosecution, and Completion of Work, of the Supplementary Conditions, appropriate substantiation

must be submitted for evaluation/review.

(4) A complete proposal, including breakdown of cost and time impact, shall be submitted by the contractor within the time frame stipulated in calendar days by the Government for each proposed change. Generally, complete proposals shall be submitted by the contractor within 7 calendar days after the contractor receives the request for proposal, although this time frame may be adjusted for more complex or more urgent requirements. Except as provided by an individual contract modification, no payment for a change order will be made until a supplemental agreement has been signed by the contractor and the Contracting Officer. If complete proposals are not received timely, the Contracting Officer, after consultation with his authorized representative, may determine the cost of the change and the time impact and issue a change order based upon this determination with the stipulation that if a supplemental agreement is not negotiated within a reasonable amount of time, this determination will be final and conclusive, subject only to the contractor's rights of appeal as provided in AOC52.233-1, Disputes, of the General Conditions.

(d) Allowances for overhead and profit.

(1) The following percentages will be allowed for overhead and profit:

(i) The contractor shall receive, as a percentage of the cost of all work performed by his own organization, an amount not to exceed 10% overhead and not to exceed 10% profit; and

(ii) If subcontractor(s) are involved in the change, a fee in an amount not to exceed 10% as a percentage of the total price of the subcontractor portion of the change.

(iii) Subcontractor(s) to the prime contractor (first tier subcontractor(s)) shall receive, as a percentage of the cost of all work performed by or for it, a total amount not to exceed 10% overhead and not to exceed 10% profit.

(iv) The percentages for fees, overhead, and profit permitted by the above shall be allowed only for the contractor and its first tier subcontractors. Percentages for fees, overhead, and profit in any amount will not be allowed for subcontractors of any other tier.

(2) Percentages for overhead allowed are deemed to include, but shall not be limited to, the following:

(i) Field Overhead Items.

(A) Trailer;

(B) Storage Facilities;

(C) Contractor's and subcontractor's superintendence;

(D) Construction equipment/tools, except those that are specially required for a specific change;

(E) Utilities;

(F) Contractor's and subcontractor's field office, administrative/support staff;

(G) Cost of preparing record drawing changes, correspondence, etc., relating to the contract;

(H) Job site safety aids; and

(I) Cleaning and maintenance of nuisance debris from jobsite.

(ii) Office Overhead Items for Contractor and Subcontractors.

(A) Maintenance/operation of principal or branch offices;

(B) Personnel costs;

(C) Cost for preparing correspondence, fragnets, etc., relating to the contract; and

(D) Cost of insurance and bonds, except for insurance costs relating to direct labor, as outlined in "Exhibit A".

(iii) For changes which include custom items unique to the project and which are fabricated off-site, the fabricator, whether the contractor or a subcontractor at any tier, shall furnish a breakdown of costs associated with the work in the fabricating plant. This breakdown shall include labor, material, equipment and overhead/plant costs in sufficient detail to allow for review by the Contracting Officer or his duly authorized representative. Costs charged to overhead/plant shall be allowable costs for the fabricator, whether he is the contractor or a subcontractor at any tier, provided that the costs claimed are consistent with the provisions of Subpart 31.203 of the

Federal Acquisition Regulation (Chapter 1, Title 48, Code of Federal Regulations). An amount not to exceed 10% of the cost of the fabricated item will be allowed for the fabricator's profit. If the fabricator is a subcontractor, the overhead and profit percentages for the contractor and any subcontractor at a higher tier having a contractual relationship with the fabricator shall be allowed in accordance with this clause.

(e) Changes involving decreases in price. For changes involving only a decrease in price, the contractor and subcontractors shall return as credit for overhead and profit those same percentages which are allowed for like changes involving increases in price. On changes involving both an increase and a decrease in price, overhead and profit will be allowed only on the net increase.

(f) Changes involving increases or decreases on basis of contract specified unit prices. No percentages for overhead and profit will be added to, or deleted from, any unit prices in event of an increase or decrease in the contract requirements on the basis of contractual unit prices.

EXHIBIT A

TYPICAL FORM OF BREAKDOWN FOR PRICE ADJUSTMENT

SUBCONTRACTORS' BREAKDOWN

Items Involved	Quantities	Unit Cost	Equipment	Material	Labor	Extensions		Unit Cost
						Totals	Final Totals	
Excavation (Identify)								
* Volume								
* Crane Operator								
* Laborers								
Shoring (Identify)								
* Area								
* Welder								
Subcontractor Total								

PRIME CONTRACTOR'S BREAKDOWN

Items Involved	Quantities	Unit Cost	Equipment	Material	Labor	Extensions		Unit Cost
						Totals	Final Totals	
West Wall (Cinder Block)								
* Area								
* Block 8x8x16								
* Mortar								
* Mason								
* Laborer								
Subtotal								
Prime Contractor's Total								
Prime Contractor's Overhead and Profit on Subcontractor								
Total								

(End of Clause)

AOC52.244-1

Award of Subcontracts and Other Contracts for Portions of the Work (Sep 2005)

(a) The Contractor is responsible for coordination of all work performed by its own workforce and those of its subcontractors. Each subcontractor shall be experienced in and capable of performing in a satisfactory manner all work in his speciality, and shall meet the standard of competence established for the Contractor.

(b) The Contractor shall be responsible for all acts of subcontractors employed by him under this contract, and for their compliance with all terms and provisions of the contract applicable to their performance. The Contractor shall continuously coordinate the work of

all sub-contractors to assure proper processing and progress of the Work. The Contractor shall require each subcontractor to (1) examine the project schedule, shop drawings and the work of other trades and all sections of the specifications to the extent necessary for satisfactory Installation of his work, and connection between his work and the work of other trades; (2) coordinate his work accordingly; and (3) cooperate with other trades toward timely and satisfactory completion of the entire work.

(c) Organization of the specifications into sections and subsections and the arrangement of drawings shall not control the Contractor in dividing work among subcontractors or in establishing the extent of work to be performed by any trade.

(d) The Government reserves the right to require dismissal of any subcontractor who, by reason of previous unsatisfactory work on AOC projects or for any other reason, is considered by the Contracting Officer to be incompetent or otherwise objectionable for performing work under this contract.

(e) Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the Government.

(End of clause)

52.245-1

Government Property (June 2007)

(a) Definitions. As used in this clause-

"Acquisition cost" means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

"Cannibalize" means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

"Contractor-acquired property" means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

"Contractor inventory" means -

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

(4) "Contractor's managerial personnel" means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of-

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation. "Demilitarization" means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

"Discrepancies incident to shipment" means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

"Equipment" means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

"Government-furnished property" means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

"Government property" means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

"Material" means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

"Nonseverable" means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

"Plant equipment" as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

"Precious metals" means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

"Property" means all tangible property, both real and personal.

"Property Administrator" means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

"Provide" means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

"Real property" means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

"Sensitive property" means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

"Surplus property" means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management. (1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry- leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property. The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) Government-furnished property. (1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor- acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the

Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3) (i) The Contracting Officer may by written notice, at any time--

(A) Increase or decrease the amount of Government- furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property. (ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property. (1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts. (i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause.

(ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract-

(A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(B) Title to all other material shall pass to and vest in the Government upon-

(1) Issuance of the material for use in contract performance;

(2) Commencement of processing of the material or its use in contract performance; or

(3) Reimbursement of the cost of the material by the Government, whichever occurs first.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts. (i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon-

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as "Government property"), are subject to the provisions of this clause.

(f) Contractor plans and systems. (1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Governmentfurnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control. (A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property). (B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).

(3) Quantity.

(4) Unique Item Identifier (if available).

(5) Accountable Contract number.

(6) A statement indicating current or future need.

(7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.

(8) All known interests in commingled property of which the Government property is a part.

(9) Cause and corrective action taken or to be taken to prevent recurrence.

(10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.

(11) Copies of all supporting documentation.

(12) Last known location.

(13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is--

(A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;

(B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) Utilizing Government property. (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.

(ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) Systems analysis. (1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property.

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. Contractor's managerial personnel, in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business; all or substantially all of the Contractor's operation at any one plant or separate location; or a separate and complete major industrial operation.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, damage, destruction, or theft, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, damage, destruction, or theft of Government property occurred while the Contractor had adequate property management practices or the loss, damage, destruction, or theft of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government- furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor

inventory until authorized to do so by the Plant Clearance Officer.

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause. (i) Contractor with an approved scrap procedure.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that

(1) Requires demilitarization;

(2) Is a classified item;

(3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals; or

(6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) Predisposal requirements. (i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority --

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) Inventory disposal schedules. (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify --

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government. (iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may--

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) Storage. (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions. (i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause

(k) Abandonment of Government property.(1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words Government and Government-furnished (wherever they appear in this clause) shall be construed as United States Government and United States Governmentfurnished, respectively.

(End of clause)

AOC52.246-1

Final Inspection and Acceptance - Construction - Supplement (Mar 2007)

(a) No inspection or other action of the Government shall be construed to constitute a final acceptance of any portion of the work under this contract until all work under the contract is completed. None of the work under the contract shall be deemed to be finally accepted until the Contractor, upon completion and final inspection of all work, is notified in writing of final acceptance of work under the contract, or in lieu thereof, until final payment of the final voucher as prescribed in AOC52.232-4, Payments - Construction. The provisions of FAR clause 52.246-12, Inspection of Construction are hereby modified by the provisions of this paragraph with respect to the finality of acceptance of any portion of the work by the Government prior to completion of all work under the contract.

(b) The Contractor shall notify the Contracting Officer, at least 10 days in advance, of the date the work will be fully complete and ready for final inspection. Any additional costs incurred by the Government due to necessary reinspection of work found not ready for final inspection upon the Contractor's notice of completion will be charged to the Contractor and deducted from the contract price.

(End of clause)

AOC52.246-4

Warranty of Non-commercial Items (Jun 2004)

(a) Definitions. "Acceptance", as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"Correction", as used in this clause, means the elimination of a defect.

"Supplies", as used in this clause, means the end item furnished by the Contractor and related services required under the contract. The word does not include "data".

(b) Contractor's Obligation. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for [The Contracting Officer shall insert a specific period of time after delivery or the specified event whose occurrence will terminate the warranty period] from the date of final delivery and acceptance all supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(2) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(c) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(d) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(e) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(f) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of clause)

52.252-2

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.gsa.gov or www.arnet.gov

(End of clause)

AOC52.233-1

Disputes (Mar 2008)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613) and as modified by Section 1501 of Title I of Division H of the Consolidated Appropriations Act, 2008, Pub. L. 110-161. (31 U.S.C. 702 NOTE).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer. For the purposes of this clause, all final decisions shall be rendered by the Architect of the Capitol's Director or Deputy Director, Procurement Division.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$50,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals, within ninety days of receipt of a Contracting Officer's decision, to the Government Accountability Office Contract Appeals Board, 441 G Street NW, Room 7182, Washington, DC 20548; facsimile 202-512-9749 or e-mail CAB@gao.gov.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim,

appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

(End of clause)

Clauses By Reference

Clause	Title	Date
52.246-12	Inspection of Construction	11/08/2006

Clauses By Reference

Clause	Title	Date
52.203-3	Gratuities	11/08/2006
52.203-5	Covenant Against Contingent Fees	11/08/2006
52.203-6	Restrictions On Subcontractor Sales To The Government	11/08/2006
52.215-2	Audit and Records--Negotiation	11/08/2006
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	11/08/2006
52.222-6	Davis Bacon Act	11/08/2006
52.222-7	Withholding of Funds	11/08/2006
52.222-8	Payrolls and Basic Records	11/08/2006
52.222-9	Apprentices and Trainees	11/08/2006
52.222-10	Compliance with Copeland Act Requirements	11/08/2006
52.222-11	Subcontracts (Labor Standards)	11/08/2006
52.222-12	Contract Termination-Debarment	11/08/2006
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	11/08/2006
52.222-14	Disputes Concerning Labor Standards	11/08/2006
52.222-15	Certification of Eligibility	11/08/2006
52.222-26	Equal Opportunity	03/22/2007
52.222-27	Affirmative Action Compliance Requirements for Construction	11/08/2006
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	11/08/2006
52.222-36	Affirmative Action For Workers With Disabilities	11/08/2006
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	11/08/2006
52.223-2	52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Dec 2007)	12/07/2007
52.223-6	Drug Free Workplace	11/08/2006

Clause	Title	Date
52.227-1	Authorization and Consent (Dec 2007)	12/07/2007
52.227-4	Patent Indemnity - Construction Contracts (Dec 2007)	12/07/2007
52.228-2	Additional Bond Security	11/08/2006
52.229-3	Federal, State And Local Taxes	11/08/2006
52.232-23	Assignment Of Claims	11/08/2006
52.236-2	Differing Site Conditions	11/08/2006
52.236-3	Site Investigation and Conditions Affecting the Work	11/08/2006
52.236-6	Superintendence by the Contractor	11/08/2006
52.236-7	Permits and Responsibilities	11/08/2006
52.236-8	Other Contracts	11/08/2006
52.236-11	Use and Possession Prior to Completion	11/08/2006
52.236-13	Accident Prevention	11/08/2006
52.236-26	Preconstruction Conference	11/08/2006
52.242-13	Bankruptcy	11/08/2006
52.243-4	Changes	05/18/2007
52.245-2	Government Property Installation Operation Services	05/18/2007
52.246-21	Warranty of Construction	11/08/2006
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	09/01/1996
52.249-10	Default (Fixed-Price Construction)	11/08/2006

Supplementary Conditions

AOC52.201-1

Contracting Officers Authority (Jun 2004)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

AOC52.201-2

Contracting Officers Technical Representative (COTR) (Mar 2005)

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies, or (b) scope, the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

AOC52.211-5

AOC52.211-5 Commencement, Prosecution and Completion of Work (Sep 2004)

(a) All work, inclusive of mobilization to site, actual elevator modernization as required by the contract, and complete demobilization to be performed under this contract shall be completed within the period **from date of award through September 15, 2008. There are no extensions granted to these dates.** No work under this contract shall be performed on Saturdays, Sundays or Federal holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, except with prior approval of the Contracting Officer.

(b) Time for completion of the contract work will be adjusted only in accordance with applicable clauses in the GENERAL CONDITIONS (e.g., "Differing Site Conditions", "Changes", Changes - Supplement, "Suspension of Work").

AOC52.223-6

SPECIAL SECURITY REQUIREMENTS - U.S. SUPREME COURT (MAR 2007)

(a) All contractor personnel including both prime contractor and subcontractor personnel ("contractor personnel") performing work for or at the Supreme Court under this contract will be subject to a security investigation.

(b) The contractor will provide the Supreme Court Police the full name, social security number, place of birth, and date of birth for all contractor personnel performing work for or at the Supreme Court, in a single package within one week of contract award. All security investigation requests will be identified with the AOC contract number under which the work will be performed.

(c) Contractor personnel will not be permitted access to the Supreme Court job site until completion of a favorable Supreme Court Police security investigation. Upon completion of a favorable security investigation contractor personnel will be issued a Supreme Court contractor identification card. The contractor identification card shall be returned immediately to the Supreme Court Police upon completion of work on site by the individual, the contractor's completion of all work on site under the contract, the expiration date of the contractor identification card, or on demand by the Supreme Court Police. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to any other AOC/U.S. Supreme Court contract or task/delivery order work site.

(d) Any of the contractor's personnel who are perceived by the Contracting Officer or the Marshall's Office of the Supreme Court as a security risk, as a result of evidence discovered during the security investigation, will not be issued a Supreme Court contractor identification card and will be denied access to the job site. The contractor is required and will be directed by the Contracting Officer to remove such person from performance of any of the contract work, whether it be on or off the work site. Any contractor personnel perceived as a security risk after being issued a contractor identification card, may be ordered to return the identification card immediately to the Supreme Court police and may be denied access to the job site.

(e) In addition to the security investigation and contractor identification requirements identified above, all contractor personnel permitted on site at the Supreme Court must be escorted by AOC personnel assigned to work at the Supreme Court under the Superintendent, Facilities Manager Office. Contractor personnel found within the Supreme Court premises without an escort will be removed from the site. All contractor personnel must wear the ID badge whenever on the Capitol complex premises or when attending off-site functions on behalf of the AOC. ID badges must be worn in such a manner that contractor personnel can be easily identified as such.

(f) All vehicles and contents used by the contractor and/or the Contractor's subcontractors or suppliers which enter or leave Supreme Court property during the performance of the work, will be subject to inspection, identification and clearance procedures. The contractor will notify and provide a bill of lading to the Supreme Court Police 24 hours in advance of any vehicles arriving at the job site. Vehicles are to report to the Supreme Court Police at the Second and East Capitol Street entrance, or as otherwise instructed, for inspection. In addition to the inspection of the vehicle and its contents, all drivers and helpers will be required to pass through a Magnetometer. All persons possessing weapons or contraband will be subject to arrest and prosecution.

(g) The Contractor is fully responsible to return:

(1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;

(2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and

(3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.

(h) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (g) above to the Contracting Officer's Technical Representative (COTR).

(i) The Contractor's failure to return an ID badge, access card, or key issued under this contract or order shall result in a deduction of \$100.00 from the contract per ID badge, access card, and/or key not returned.

(End of clause)

AOC52.223-8

DELIVERY VEHICLE INSPECTION REQUIREMENTS (Apr 2008)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.

(b) All delivery vehicles carrying fuel, garbage, or similar cargo that cannot be offloaded for inspection and security screening shall utilize the alternative Delivery Access Point located at Third and Maryland Avenue, SW, Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings.

(c) 4700 Shepherd Parkway SW inspection facility. All other vehicles making deliveries to the above listed locations except for the U. S. Supreme Court shall utilize the off-site inspection and screening facilities at 4700 Shepherd Parkway SW, Washington, DC 20032.

(d) For all deliveries within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:

- (1) List of drivers;
- (2) Date of birth for each driver;
- (3) Social Security Number of each driver;
- (4) Vehicle make;
- (5) Vehicle model;
- (6) License tag number and state where vehicle is licensed;
- (7) Color of vehicle; and
- (8) Contractor name, if shown on the vehicle.

(e) Information for deliveries made through the Shepherd Parkway facility must be faxed to (202) 226-0571. For verification of receipt, the contractor may call (202) 226-0905. Updates to the information must be renewed April 30, August 31, and December 31 of each year and provided to the U.S. Capitol Police whenever repetitive deliveries are anticipated.

(f) Any delivery that does not fall into the before mentioned categories should be coordinated, in advance, with the applicable government point of contact.

(End of clause)

AOC52.236-11

Submittals (Jun 2004)

(a) The Contractor shall deliver all required submittals within the times specified elsewhere in this contract. Unless specifically stated otherwise, four (4) sets of each item shall be delivered by the contractor to the Contracting Officer's Technical Representative. An in-depth description of these submittals can be found in the appropriate technical sections of the specification. Any Schedule of Work prepared shall reflect delivery of these items. Failure to provide timely delivery of these submittals may be considered to be grounds for termination for default.

(b) The Government will review the submittals and either approve them as submitted, or mark required changes on them. If change are required, the Contractor shall deliver revised submittals for approval by the Government which incorporate all of the required changes within two weeks after receipt by the Contractor of the marked-up submittals.

(End of clause)

AOC52.242-2

CONTRACTOR PERFORMANCE EVALUATIONS (DEC 2006)

At the conclusion of contract performance and/or at any point during the performance of this contract, the AOC may elect to evaluate the Contractor and submit a final or interim performance evaluation into the appropriate on-line database designated as the repository of Contractor evaluations for the Federal Government. Any evaluation submitted shall include input from the Contracting Officer's Technical Representative and other agency personnel, as appropriate, and the Contracting Officer. The Contractor shall have the opportunity to review any evaluations and submit supporting information for any differing of positions between the Contractor and the AOC in accordance with the protocol established by the specific on-line database.

(End of clause)

Representations and Certifications

52.203-2

Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision
[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.204-3

Taxpayer Identification (Oct 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal

Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

__TIN: _____.

__TIN has been applied for.

__TIN is not required because:

__Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

__Offeror is an agency or instrumentality of a foreign government;

__Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

__Sole proprietorship;

__Partnership;

__Corporate entity (not tax-exempt);

__Corporate entity (tax-exempt);

__Government entity (Federal, State, or local);

__Foreign government;

__International organization per 26 CFR 1.6049-4;

__Other _____.

(f) *Common parent.*

__Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

__Name and TIN of common parent:

Name _____.

TIN _____.

(End of provision)

52.209-5

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are __ are not __ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have __ have not __, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against

them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

AOC52.204-2

Data Universal Numbering System (Duns) Number (Jun 2004)

(a) The offeror shall enter, in the space provided below, the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contract Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name,
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information

Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(d) Enter DUNS number: _____.

(End of provision)

AOC52.204-3

Representations and Certifications (Nov 2004)

The offeror shall properly execute and submit with its offer the Representations and Certifications contained herein. Insert information in spaces provided as applicable.

(End of provision)

AOC52.215-8

Authorized Negotiators (Jun 2004)

The offeror represents that following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal:

Name: _____ Title: _____

Telephone: _____ E-Mail: _____

Name: _____ Title: _____

Telephone: _____ E-Mail: _____

Name: _____ Title: _____

Telephone: _____ E-Mail: _____

(End of provision)

AOC52.219-2

Small Business Representations and Certifications (Nov 2007)

(a) If this procurement exceeds \$100,000 the North American Industry Classification System (NAICS) code for this procurement is _____ and the small business size standard is _____ (if this requirement is for manufacturing or trade) or \$ _____ (if this requirement is for services, including construction).

(b) The Architect of the Capitol maintains information on the types of contractors to whom contract and order awards are made in order to monitor the success of our efforts to improve contracting opportunities in the small business community. Therefore, each offeror shall complete the information regarding the classification of its type of entity.

(c) Definitions. As used in this provision --

"Small business" means a business concern that is organized for profit, has a place of business in the United States, and does not exceed the size standard for its industry. It may be a sole proprietorship, partnership, corporation, or any other legal entity.

"Service-disabled veteran-owned small business concern" means a small business concern (1) not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (2) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

"Veteran-owned small business concern" means a small business concern (1) not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and (2) the management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern (1) that is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2)

whose management and daily business operations are controlled by one or more women.

"Large business concern" is an entity that is organized for profit, has a place of business in the United States, and exceeds the size standard for its industry.

"Nonprofit organization" is an entity that is not organized for profit, e.g., the American Red Cross, universities, and foundations.

"Foreign contractor" is an entity organized for profit that is not in the United States.

(d) Small disadvantaged business, women-owned small business, veteran-owned small business, service-disabled veteran-owned small business, and HUBZone small business concerns are subcategories of small business. Small disadvantaged business and HUBZone small business concerns require certification by the U.S. Small Business Administration. Additional information is available at <http://www.sba.gov>.

(e) For entities organized for profit, the size standards for each industry can be found at <http://www.sba.gov/gopher/Government-Contracting/Size/>. A business is large if the number of employees or revenue amount exceeds that shown in the applicable industry.

(f) Indicate below the information that best describes your organization and check all categories that apply. For example, if your organization is women-owned and veteran-owned small business, then check "Small Business", "Women-owned small business", and "Veteran-owned small business".

- ☐ Nonprofit organization (do not check any other box).
- ☐ Large business (do not check any other box).
- ☐ Foreign contractor (do not check any other box).
- ☐ State/local/Federal government agency (do not check any other box).
- ☐ Small business (see 13 CFR Part 121).
- ☐ HUBZone small business (see 13 CFR Part 126).
- ☐ Small disadvantaged business (see 13 CFR 124.1002).
- ☐ Service-disabled veteran-owned small business (see 38 U.S.C. 101(2) and 38 U.S.C. 101(16)).
- ☐ Veteran-owned small business (see 38 U.S.C. 101(2)).
- ☐ Women-owned small business.

(End of provision).

Solicitation Conditions

52.211-6

Brand Name or Equal (Aug 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must-

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by-

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

52.216-1

Type of Contract (Apr 1984)

The Government contemplates award of a firm fixed priced contract resulting from this solicitation.

(End of provision)

AOCS2.204-5

Registration In The Central Contractor Registration (CCR) (Nov 2007)

(a) The Architect of the Capitol anticipates that in the future the agency's contractors may have to register in the CCR database. This is the primary vendor database for the Executive Branch of the U.S. Federal Government. CCR collects, validates, stores, and disseminates data in support of agency acquisition missions.

(b) CCR requires vendors to complete a one-time registration to provide basic information relevant to procurement and financial transactions. Vendors must update or renew their registration at least once per year to maintain an active status. CCR validates the vendor information and electronically shares the secure and encrypted data with the Federal agencies' finance offices to facilitate paperless payments through electronic funds transfer (EFT).

(c) The AOC is now encouraging all vendors to register in the CCR if they have not already done so. Vendors can register on line at <http://ccr.gov>. This internet site contains all pertinent information for registration as well as provides contact points for help when registering.

(End of provision)

AOC52.206-1

Procurement Authority for the Architect of the Capitol (Sep 2007)

The authority for all purchase orders and contracts awarded by the Architect of the Capitol is 41 U.S.C. 5, 41 U.S.C. 6a-1, and 41 U.S.C. 6a-2, as amended by Public Laws 107-68, 108-7, and 108-83.

(End of Provision)

AOC52.215-1

Instructions to Offerors (Jul 2007)

(a) Definitions. As used in this provision --

Proposal modification is a change made to a proposal before the solicitation s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays, including Presidential Inauguration Day. However, if the last day falls on a Saturday, Sunday, or legal holiday, including Presidential Inauguration Day, then the period shall include the next working day.

(b) Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror s risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

(c) Packaging, transmission, and tracking of proposals. (1) Proposals, modifications, and revisions shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes. With each copy of the form entitled, "SOLICITATION, OFFER, AND AWARD", the offeror shall enclose the completed Schedule page; offer guarantee, if required; and Representations and Certifications. Address envelopes to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: Mr. Chris Lindsay, Room H2-263 Bid Room, Second and D Streets, S.W., Washington, DC 20515. Offeror shall write Bid Documents Enclosed, H2-263 Bid Room, and write the solicitation number, time and date for receipt of offers on the exterior of the package on the same side as the address. Telegraphic or facsimile proposals and modifications will not be considered.

(2) Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U. S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand carried directly to the Bid Room address within the Ford House Office Building, or any other location in the U.S. Capitol Complex of buildings. See Notice for Delivery on the front of the solicitation.

(3) To assist in tracking of proposals, offerors are requested to fax a copy of their signed Solicitation, Offer and Award form as well as a copy of the FEDEX or UPS receipt to Mr. Chris Lindsay to (866) 221-4147 at the time of the issuance of their proposal.

(4) The only acceptable method by which offerors can deliver their responses to this solicitation shall be via Federal Express (FEDEX) or United Parcel Service (UPS). Offers submitted via any other method will be rejected. OFFERORS - DO NOT MAIL YOUR OFFER BY REGULAR U.S. MAIL. See notice attached to this solicitation for special instructions.

(d) Submission, modification, revision, and withdrawal of proposals. (1) Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due.

(2) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is late and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would no unduly delay the acquisition, and-

(i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or

(iii) It is the only proposal received.

(3) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(4) Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(5) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(6) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(End of provision)

AOC52.215-2

Interpretations and Amendments (Jun 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding.

(b) Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least fifteen (15) calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to clindsay@aoc.gov or via facsimile to (866) 221-4147.

(c) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted.

(1) Offerors shall acknowledge the receipt of all amendments to the solicitation by:

(i) Signing and returning the amendment;

(ii) Identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer;

(iii) Letter or telegram; or

(iv) Facsimile, if facsimile offers are authorized in the solicitation.

(2) The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

(d) Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

(e) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

(End of provision)

AOC52.215-3

Restriction on Disclosure and Use of Data (Jun 2004)

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall

(a) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets) ; and

(b) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(End of provision)

AOC52.215-7

Preparation of Proposals - Construction (Jun 2004)

(a) Offers shall be submitted, in the quantities as stated elsewhere in this solicitation, on the accompanying printed form entitled, SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) and copies thereof, with blank spaces suitably filled in. Erasures or other changes on any or all submissions shall be initialed by the signer of the offer.

(b) Copies of the offer shall be identical and each copy shall give the full business address of the offeror, and be signed by him (see Block 20B of the form entitled, SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) with his usual signature. Offer by partnerships shall furnish the full names of all partners, and shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Offers by corporations shall be signed with the legal name of the corporation, followed by the name of the State of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall be typed or printed below the signature. An offer by a person who affixes to his signature the word president, Secretary, agent, or other designation, without disclosing his principal, may be held to be the offer of the individual signing. When requested by the Government, satisfactory evidence of the authority of the offer signing in behalf of the corporation shall be furnished.

(End of provision)

AOC52.215-9

Failure to Submit Offer (Jun 2004)

Recipients of this solicitation not responding with a proposal should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the issuing office that future solicitations are desired, the recipient's name will be removed from the applicable mailing list.

(End of provision)

AOC52.228-7

AOC52.228-7 OFFER GUARANTEE - CONSTRUCTION (DEC 2006)

(a) An offer guarantee is required for all offers exceeding \$100,000. For a new definitive contract (one containing no provisions for issuance of task orders) or purchase order, the amount of the offer guarantee is based upon the proposed amount of the offer. For a requirements contract, the offer guarantee is based upon the price payable for the estimated total quantity. For an indefinite-quantity contract, the offer guarantee is based upon the price payable for the specified minimum quantity. The price of any options is not included except for those options exercised at the time of the contract award.

(b) Failure to furnish an Offer Guarantee in the required form and amount, with and as a part of the proposal, will be cause for rejection of the proposal.

(c) The offeror shall furnish an Offer Guarantee of not less than 20% of the proposed price in the form of a firm commitment consisting of a Bid Bond, Certified Check, Cashier's Check, Irrevocable Letter of Credit, or Postal Money Order made payable to the Architect of the Capitol, or under Treasury Department Regulations certain bonds or notes of the United States. The Contracting Officer will return Offer Guarantees, other than Bid Bonds, (1) to unsuccessful offerors as soon as practicable after evaluation of the

proposals; and (2) to the successful offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the offer as accepted.

(End of provision)

AOC52.236-13

Visit to the Site of the Work - Construction (Jun 2004)

(a) It is strongly recommended that all prospective offerors visit the site where the work is to be performed, compare the work requirements with existing conditions, verify dimensions, if necessary, and fully inform themselves regarding the nature and scope of the proposed work and the conditions under which it will be conducted. Offerors shall also inform themselves regarding other work, if any, being done or to be done by or for the United States government, the District of Columbia government and utility companies, by contract or otherwise, where such work may affect or be affected by the operations under the contract. Failure to take these precautions will in no way relieve the successful offeror from his obligation to furnish all materials, services, labor, and any other requirements necessary to complete the work satisfactorily under the conditions established by the contract documents and without additional expense to the Government.

(b) A pre-proposal meeting will be conducted at the U.S. Supreme Court, 1st Street NE, Room B14 Washington, D.C. for all prospective offerors on May 16th, 2008 at 9:00AM, local time.

(c) The Architect will conduct one field inspection of the work immediately following the pre-proposal meeting. Those intending to participate shall meet at the address above. Information concerning the meeting may be obtained by telephoning Mr. Christian Lindsay at (202) 226-2172 or (202) 441-7776 cell.

(d) Offerors are encouraged to submit all questions in writing at least five (5) working days prior to the conference. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.

(e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at any site visit, the pre-proposal conference or field inspection, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.

(End of provision)

52.225-10

Notice of Buy American Act Requirement--Construction Materials (May 2002)

(a) *Definitions.* "Construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act -Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested -

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

AOC52.215-4

Contract Award (Jun 2004)

(a) The Government will evaluate offers in response to this solicitation without discussions and will award a contract to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price standpoint. The Government reserves the right to conduct discussions.

(b) The Government may

(1) Reject any or all offers;

(2) Accept other than the lowest offer; and

(3) Waive informalities or minor irregularities in offers received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph (c) of this clause), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(f) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(End of provision)

DIVISION 1 - GENERAL REQUIREMENTS**PART 1 - GENERAL****1.1 DESCRIPTION OF REQUIREMENTS:**

- A. **General Requirements:** The provisions or requirements of Division-1 apply to entire work of Contract and, where so indicated, to other elements which are included in project, and include, but are not limited to the following:

1. Summary of the Work.
2. Project Coordination.
3. Definitions and Standards.
4. Schedules, Reports, and Payments.
5. Submittals.
6. Temporary Facilities and Controls.
7. Products.
8. Project Closeout.

1.2 SUMMARY OF THE WORK:

A. **Project/Work Identification:**

1. **General:** Project name is "Modernization of Elevator No. 1 - Supreme Court Building," Washington, D.C., as shown on Contract Documents prepared by the Architect of the Capitol.
2. **Summary by Reference:** Work of the Contract can be summarized by references to the SCHEDULE, GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, Official Procedure for Making Changes in Contracts, Specification Sections, Drawings, Amendments, and Modifications to the contract documents issued subsequent to the initial printing of this Project Manual and including, but not necessarily limited to, printed material referenced by any of these.
3. **Abbreviated Written Summary:** Briefly and without force and effect upon the contract documents, the work of the Contract can be summarized as follows:
 - a. **The Work** includes modernization of electrical/mechanical systems as well as material upgrades a single traction elevator. Work will include the installation of new electrical and mechanical components, car controls, hall stations, refurbishing hoistway entrances, new solid state drive, refurbishing of car interior and systems for communication and monitoring of the elevator.

B. **Contractor Use of Premises:**

1. **General:** The Contractor shall limit his use of the premises to the work indicated, so as to allow for the Government's occupancy and use by the public.
2. **Contractor Use of the Existing Building:** During the construction period the site and the building will be occupied by Members of Congress, other Government employees and the general public. Maintain the existing building in a safe and weather-tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants

during the construction period. Cooperate fully with the Architect or his representative during construction operations to minimize conflicts and to facilitate Government usage.

- a. **Clear Passage:** Keep public areas such as hallways, stairs, elevator lobbies and toilet rooms free from accumulation of waste material, rubbish or construction debris. Materials, tools, hoists, scaffolding and other equipment may not be placed in the hallways, stairways, and elevator lobbies beyond designated areas without prior written permission of the Architect.
 - b. **Smoking or open fires** will not be permitted within the building enclosure or on the premises.
 - c. **Use of Existing Elevators:** Refer to Article, Temporary Facilities and Controls, for designation of elevators available for use of Contractor's personnel. Use of other than designated elevators will not be permitted.
3. **Limitations on Use of the Site:** Limitations on site usage as well as specific requirements that impact site utilization are indicated on the Drawings and by other Contract Documents. Portions of the site beyond areas on which work is indicated are not to be disturbed. In addition to these limitations and requirements, administer allocation of available space among entities needing both access and space so as to produce the best overall efficiency in performance of the total work of the project. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.
- a. **Unless designated** for sole Contractor use, keep existing driveways and entrances serving the premises clear and available to the Government and its employees at all times.
 - b. **Maintain driveways** between and around combustible material storage piles of at least 15' wide and free of accumulation of rubbish, equipment and materials. Maintain access for fire fighting equipment and emergency vehicles.
 - c. **Do not unreasonably** encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the designated areas. If additional storage is necessary, obtain and pay for such storage off-site.
4. **Construction Parking Control:** Parking space for personal vehicles is not available on the site. Obtain approval of Architect for parking of construction motor vehicles or other equipment on the site.
- C. **Blasting:** The use of any kind or type of explosive in the performance of the work is prohibited, except the use of construction tools actuated by or employing powder-actuated charges which shall be permitted, provided that the tool is of the kind and design ordinarily used for such construction and that the Architect has authorized its use after determining that its use will not endanger human life or safety.
- D. **Mechanical/Electrical Requirements of General Work:** Except as otherwise indicated, comply with applicable provisions of The National Electrical Code (NEC) and standards by National Electrical Manufacturer's Association (NEMA) for electrical components of general work. Where applicable, provide products listed and labeled by nationally recognized independent testing and labeling organizations.

1.3 PROJECT COORDINATION:

- A. **Continuously coordinate** the work of subcontractors to insure proper processing and progress of the work. Require each subcontractor to examine work of other trades and all sections of specifications to assure satisfactory installation of, and connection between, his work and work of other trades.
1. **Provide other parties**, to the extent their work is affected by this work, all information necessary for the proper execution of their work. Arrange and conduct work so that other parties may complete their work at the site according to schedule. All work under this contract shall be carefully coordinated with work under other such Contracts.
 2. **The Contractor** shall maintain a complete set of Contract Documents on the site during the execution of this Contract. All Drawings and Specifications shall be posted with the latest information and Changes.
 3. **Benchmarks**: Work from lines and levels established by measured shop drawings, establish and maintain bench marks and other dependable markers. Establish bench marks and markers to set lines and levels for work at each story of construction and elsewhere as needed to accurately and properly locate each element of the project.
- B. **Demolition Work**, and other work which will produce noise, smoke, or odors, must be performed outside of standard working hours and coordinated with Government personnel. Refer to Division 14 Section MODERNIZATION OF TRACTION ELEVATORS for additional coordination requirements.
- C. **General Installation Provisions**:
1. **Pre-Installation Meetings**: Hold a pre-installation meeting at the project site well before installation of each unit of work which requires coordination with other work. Installer and representatives of the manufacturers and fabricators who are involved in or affected by that unit of work, and with its coordination or integration with other work that has preceded or will follow, shall attend this meeting. Advise Architect of scheduled meeting dates.
 2. **Installer's Inspection of Conditions**: Require the Installer of each major unit of work to inspect the substrate to receive work and conditions under which the work is to be performed. The Installer shall report all unsatisfactory conditions in writing to the Contractor. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.
 3. **Manufacturer's Instructions**: Where installations include manufactured products, comply with the manufacturer's applicable instructions and recommendations for installation, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents.
 4. **Mounting Heights**: Where mounting heights are not indicated, mount individual units of work at industry recognized standard mounting heights for the particular application indicated. Refer questionable mounting height choices to the Architect for final decision.
 - a. **Mount units of work** required to be accessible to handicapped people at heights prescribed by the Uniform Federal Accessibility Standards as referenced by the Americans with Disabilities Act (ADA).
- D. **Cleaning and Protection**: During handling and installation of work at the project site, clean and protect work in progress and adjoining work on the basis of continuous maintenance.

Apply protective covering on installed work where it is required to ensure freedom from damage or deterioration at time of completion.

1. **Clean and perform maintenance** on installed work as frequently as necessary through remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
 2. **Limiting Exposures of Work:** To the extent possible through reasonable control and protection methods, supervise performance of the work in such a manner and by such means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period.
 - a. **Protect against possible damage** all sills, jambs and soffits of permanent openings used as passageways or through which materials are handled. Protect exposed corners, spandrels, projecting features and similar permanent work subject to damage. Cover and protect all prefinished work from damage by mortar, plaster, gypsum drywall compounds, paint, and other construction materials and operations. Use wheelbarrows equipped with rubber tires over permanently exposed floors and paving.
 3. **Load all trucks** leaving the site with loose debris in a manner that will prevent dropping of materials on streets. Fasten suitable tarpaulins over the load before they enter surrounding paved streets.
- E. **Cutting and Patching:** Where the Contractor must cut, patch, alter, add to, repair or refinish existing construction and finishes which are not to be removed, he shall leave such construction and finishes complete and in satisfactory condition. Cutting, patching, and the like shall be neatly and carefully performed, and new materials and methods shall match existing corresponding work unless otherwise indicated. Exposed patches and repairs shall be as inconspicuous as possible.
1. **Construction, finishes,** equipment and other items which are damaged or defaced by reason of work performed under this contract shall be restored to the satisfaction of the Architect.
- F. **Conservation and Salvage:** It is a requirement for supervision and administration of the work that construction operations be carried out with the maximum possible consideration given to the conservation of energy, water and materials. In addition, maximum consideration shall be given to salvaging materials and equipment involved in performance of the work but not incorporated therein. Refer to other sections for required disposition of salvage materials which are the Government's property.
1. **Archaeological Rights:** There is a possibility that items of archaeological significance may be found during the excavation of the site. In such event, the Contractor shall stop excavation in the vicinity of the find and notify the Architect immediately; subsequent excavation work shall proceed as directed by the Architect. All items found which are considered to have archaeological significance are the property of the Government.

1.4 DEFINITIONS AND STANDARDS:

- A. **General:** Comply with governing regulations and the codes and standards imposed upon the work. These requirements include the obtaining of permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with regulations, codes and standards.
- B. **Definitions:** A substantial amount of specification language consists of definitions for terms found in other contract documents, including the drawings. (Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon). Certain terms used in contract documents are defined in this article. Definitions and explanations contained in this section are not necessarily either complete or exclusive, but are general for the work to the extent that they are not stated more explicitly in another element of the contract documents.
1. **Concealed:** The term "concealed" is defined as an item or space not normally seen, occupied or used by building occupants or staff, such as shafts, hoistways, tunnels, ceiling plenums, attics, and crawls spaces.
 2. **Exposed:** The term "exposed" is defined as an item or surface, exterior or interior, which can be seen by a person outside the building or a person inside a usable space within the building during normal activity.
 - a. Mechanical and electrical rooms, air handling rooms, storage rooms and penthouses shall be considered to have exposed surfaces, as shall the mechanical and electrical construction within them.
 - b. The interiors of closets and alcoves shall be considered exposed surfaces, and shall be finished to match the finish of the adjoining room or space, unless another finish is otherwise indicated.
 - c. The interiors of cabinets shall be considered exposed, but a finish different from that of the exterior may be permitted or required by other sections.
 3. **Finished Space:** The term "finished space" is defined as space normally used by the public, building occupants or staff for primary functions of the building, but does not include mechanical, electrical and elevator equipment rooms, hoistways, tunnels or mechanical penthouses, unless otherwise indicated.
 4. **Furnish:** Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.
 5. **Indicated:** The term "indicated" is a cross-reference to graphic representations, notes or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated," it is for the purpose of helping the reader locate cross-reference, and no limitation is intended except as specifically noted.
 6. **Install:** Except as otherwise defined in greater detail, the term "install" is used to describe operations at the project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.
 7. **Installer:** The term "installer" is defined as the entity (person or firm) engaged by the Contractor, its subcontractor or sub-subcontractor for performance of a particular unit of work at the project site, including installation, erection, application and similar

required operations. It is a general requirement that such entities (installers) be expert in the operations they are engaged to perform.

8. **Provide:** Except as otherwise defined in greater detail, the term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
9. **Specialist:** The term "specialist" is defined as an individual or firm of established reputation (or, if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workers skilled in either (as applicable) manufacturing or fabricating items required by the contract, installing items required by the contract, or otherwise performing work required by the contract. Where the contract specification requires installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item, an individual or firm licensed by the manufacturer, or an individual or firm who will perform the work under the manufacturer's direct supervision.
10. **Testing Laboratory:** The term "testing laboratory" is defined as an independent entity engaged to perform specific inspections or tests of the work, either at the project site or elsewhere, and to report, and (if required) interpret results of those inspections or tests.

C. **Format and Specification Content Explanations:** Bolding and underscoring: Are used strictly to assist reader of specification text in scanning text for key words (for quick recall). No emphasis on or relative importance is intended where bolding and underscoring are used. Imperative language is used generally in specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by the Contractor. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by Contractor, or when so noted, by others.

1. **Abbreviations:** The language of specifications and other contract documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Actual word abbreviations of a self-explanatory nature have been included in texts. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirements with titles of general standards which are frequently abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the contract documents so indicates.
2. **Minimum Quality/Quantity:** In every instance, the quality level or quantity shown or specified is intended as minimum for the work to be performed or provided. Except as otherwise specifically indicated, actual work may either comply exactly with that minimum (within specified tolerances), or may surpass the quality of that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimum or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to the Architect for decision before proceeding.

D. **Overlapping and Conflicting Requirements:** Where there appears to be overlapping or conflicting requirements in the drawings and specifications, the order of precedence established as follows:

1. **Order of Precedence:** Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- a. The Schedule (excluding the specifications).
 - b. Representations and other instructions.
 - c. Contract clauses.
 - d. The Specifications.
 - e. The Drawings. Large scale drawings take precedence over small scale drawings. Do not scale drawings.
 2. **Industry Standards:** Where compliance with 2 or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement is intended and will be enforced, unless specifically detailed language written into contract documents clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to the Architect for a decision before proceeding.
 3. **Contractor's Options:** Except for overlapping or conflicting requirements, where more than one set of requirements are specified for a particular unit of work, Options are intended to be the Contractor's regardless of whether or not it is specifically indicated as such.
- E. **Drawing Symbols:** Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., Ninth edition.
1. **Mechanical/Electrical Drawings:** Graphic symbols used on mechanical and electrical drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, these symbols are supplemented by more specific symbols as recommended by other recognized technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to the Architect for clarification before proceeding.
- F. **Industry Standards:** Except to the extent that more explicit or more stringent requirements are written directly into contract documents, applicable standards of the construction industry have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies were bound herein, subject to the order of precedence previously stated.
1. **Publication Dates:** Except as otherwise indicated, where compliance with an industry standard is required, conform to the standard in effect on the date of the Invitation for Bids, or, if referred to in any amendments, at the date of such amendments.
 2. **Abbreviations and Names:** The following acronyms or abbreviations as referenced in contract documents are defined to mean the associated names. Both names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of the date of contract documents:
- | | | |
|------|--|----------------|
| AA | Aluminum Association | |
| | www.aluminum.org | (202) 862-5100 |
| ACIL | American Council of Independent Laboratories | |

	www.acil.org	(202) 887-5872
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
ASME	American Society of Mechanical Engineers www.asme.org	(800) 843-2763
ASTM	American Society for Testing and Materials www.astm.org	(610) 832-9585
AWI	Architectural Woodwork Institute 449-8811 www.awinet.org(703) 733-0600	(800)
AWS American Welding Society	www.aws.org	(800) 443-9353 (305) 443-9353
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org(212) 419-7900	
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org(312) 332-0405	
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NEII	National Elevator Industry, Inc. 400 Frank W. Burr Blvd. Teaneck, NJ 07666	(201) 928-2828
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NFPA	National Fire Protection Association www.nfpa.org	(800) 344-3555 (617) 770-3000
SSPC	The Society for Protective Coatings www.sspc.org	(877) 281-7772
UL	Underwriters Laboratories, Inc.(800) 704-4050 www.ul.com	(847) 272-8800

G. Federal Requirements and Standards:

ADA	American Disabilities Act (ADA): Except as otherwise indicated, comply with "American Disabilities Act" (ADA) (Fed. Reg./Vol. 56, No. 144/Part 36).	
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CFR (888) 293-6498 (202) 512-1530 OSHA	Code of Federal Regulations Available from Government Printing Office www.access.gpo.gov/nara/cfr Occupational Safety and Health Administration www.osha.gov (6742)	 (800) 321-OSHA
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1.5 SCHEDULES, REPORTS, AND PAYMENTS:

- A. **Coordination:** Coordinate both the listing and timing of reports and other activities required by provisions of this and other sections, so as to provide consistency and logical coordination between the reports. Maintain coordination and correlation between separate reports by updating at monthly or shorter time intervals. Make appropriate distribution of each report and updated report to all parties involved in the work including the Architect.
- B. **Material Schedule:** Submit for approval three (3) copies of the product-listing schedule prior to commencement of the Work, including the names of manufacturers and the trade names or numbers of all materials proposed for use on the project. Provide a written explanation for omissions of data, and for known variations from contract requirements. Do not use any material until approved by the Architect. Upon request, furnish samples of materials, without cost to the Government, for examination and testing.
- C. **Schedule of Values:** Within twenty (20) calendar days of the date of contract award, a Schedule of Values shall be submitted. This schedule is defined as a work item by work item breakdown of cost of each definitive work activity including Contractor's markup. The Schedule of Values shall be maintained current throughout the life of the contract and shall be updated monthly to reflect the percentage of work completed under each work item.
 - 1. **The Grand Total** of all of the line items in the Schedule of Values shall equal the Contract Amount .
- D. **Progress Schedule:** Within thirty (30) calendar days of the date of contract award, the Contractor shall prepare and submit for approval his proposed Progress Schedule for performing the work. At a minimum, the schedule should include the level of detail that is included in the Schedule of Values. The Progress Schedule shall also include the date(s) that each elevator will be taken out of service, the time period each elevator will be under construction, date of inspection and when the elevator will be returned to service. The schedule should indicate that all work of the contract, including training, submission of record documents and the like, will be completed within the period of performance specified in the Contract SUPPLEMENTARY CONDITIONS. The Progress Schedule will be used in conjunction with the Schedule of Values in determining the value of completed work.
 - 1. **If the progress** of the work of the contract falls behind schedule, the Contractor shall revise his Progress Schedule so that the work will be completed within the period of performance. Also, if the contractor's plan for performing the work changes, for whatever reason, he shall revise his Progress Schedule and submit it for approval.

- E. **Permits, Licenses, and Certificates:** For the Government's records, submit copies of utility permits, licenses, certifications, utility inspection reports, releases, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

1.6 SUBMITTALS:

- A. **General:** Shop drawings, product data, samples and other work-related submittals are required to amplify, expand and coordinate the information contained in the Contract Documents. The Contractor is responsible for all dimensions, for the design of adequate or proper components, connections and other items, for the inclusion in the work of all elements and incidental details, and for the satisfactory fabrication, construction, operation and coordination of the work.
1. **Approval** of any submission shall not be construed as a complete or precise check of the item submitted but will only indicate that the general methods of design, detailing, construction or other elements under consideration appear to be satisfactory, without specific determinations or particulars.
 2. **Changes to the Contract** will not be made by notations on submittals. In the event submittals returned by the Architect with notations, which in the opinion of the Contractor, constitute additional work for which he is entitled to an adjustment in the contract sum or the contract time, the Contractor shall comply with the procedure set forth in Article, "Changes," of the GENERAL CONDITIONS.
 3. **Do not permit** submittal copies without an appropriate final "Action" marking by the Architect to be used in connection with the work.
- B. **Submittal Procedures:** Make all submittals to the Architect or to an individual designated by the Architect.
1. **Only the Architect** or an individual designated by the Architect can approve or disapprove submittals. Deviations and variations from the contract requirements contained in the submittal can be approved only by the Architect or by an individual delegated such authority by the Architect.
 2. **Costs** associated with transmittal of submittals shall be borne by the Contractor.
 3. **Review Time:** Except as specified elsewhere, allow for a review period of thirty (30) calendar days after receipt of the submittals by the Architect. Advise the Architect on each submittal, as to whether processing time is critical to the progress of the work, and if work would be expedited if processing time could be shortened. No extension of time will be authorized because of the Contractor's failure to transmit submittals or re-submittals to the Architect sufficiently in advance of the work. For submittals of items requiring coordination between different trades or subcontractors, review time period starts from the time that all required submittals have been received by the Architect.
 4. **Preparation of Submittals:** Provide permanent marking on each submittal to identify project, date, Contractor, subcontractor, supplier, manufacturer, submittal name and similar information to distinguish it from other submittals. Label as to number and title of specification section, drawing number and detail references, as appropriate. Show Contractor's executed review and approval marking and provide space of not less than 20 sq. in. for the Architect's "Action" marking. Package each submittal appropriately for transmittal and handling. Submittals which are received from sources other than through the Contractor's office will be returned without action.

- C. **Specific Submittal Requirements:** Specific submittal requirements for individual units of work are specified in the applicable specification section. Except as otherwise indicated in the individual specification sections, comply with the requirements specified herein for each type of transmittal.
1. **Product Data:** Collect required product data into a single submittal for each unit of work or system. Mark each copy to show which choices and options are applicable to the project. Where product data has been printed to include information on several similar products, some of which are not required for use on the project, or are not included in this submittal, mark the copies to show clearly that such information is not applicable. The Architect needs four (4) copies of product data for our files/use. The Contractor shall submit as many additional copies as he would like returned, up to a total of six (6), which are in addition to the Architect's four (4).
 2. **Shop Drawings:** Provide special notation of dimensions that have been established by field measurement. Highlight, encircle or otherwise indicate deviations from the Contract Documents on the shop drawings.
 - a. **Preparation:** Submit newly prepared information, drawn to accurate scale on sheets not less than 8-1/2" x 11"; except for actual pattern or template type drawings, the maximum sheet size shall not exceed 36" x 48". Indicate the name of the firm that prepared each shop drawing and provide date and appropriate project identification in the title block. One (1) correctable 1-1/2 mil translucent polyester reproducible print and two (2) blue-line or black-line prints shall be submitted; reproducible will be returned.
 - 1) Do not reproduce contract documents or copy standard printed information as the basis of shop drawings.
 - 2) Use standard architectural scales for all drawings and include a graphic scale on each sheet.
 - b. **Equipment and Systems:** Shop Drawings for equipment and systems shall show ratings (where applicable), and how components are assembled, how they function together, and how they will be installed. Shop drawings, product data, certificate of conformance or compliance, certified test or inspection reports, and other submittals for equipment, systems, and their component parts shall be coordinated and submitted as a unit. Multiple or piecemeal submissions are not acceptable except where prior approval is obtained from the Architect, in which case a list of data to be submitted later shall be included with the first submission.
 3. **Samples:** Documentation required specifically for sample submittals includes a generic description of the sample, the sample source or the product name or manufacturer, and compliance with governing regulations and recognized standards. In addition, indicate limitations in availability, sizes, delivery time, and similar characteristics.
 - a. **Preparation:** Where possible provide samples that are physically identical with the proposed material or product to be incorporated in the work; provide full scale, fully fabricated samples cured and finished in the manner specified. Where variations in color, pattern, or texture are inherent in the material or product

represented by the sample, submit not less than 3 units of the sample, which show the full range of variations. Where samples are specified for the Architect's selection of color, texture or pattern, submit a full set of available choices for the material or product. Mount, display, or package samples in the manner specified to facilitate the review of indicated qualities. Prepare samples to match the Architect's sample where so indicated.

- b. **Submittal:** Submit 3 sets of samples in the final submittal, one set will be returned. If the submittal is for the Architect's selection of color, pattern, texture or similar characteristics from a manufacturer's standard range of choices, only a single set of samples is required for a preliminary submittal. The final submittal may then be limited only to those choices selected by the Architect for final incorporation into the Work.
- c. **Mock-Ups** and similar samples specified in individual work sections are special types of samples. Comply with sample submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

4. **Miscellaneous Submittals:**

- a. **Inspection and Test Reports:** Classify each inspection and test report as being either "shop drawings" or "product data" depending on whether the report is specially prepared for the project, or a standard publication of workmanship control testing at the point of production. Process inspection and test reports accordingly.
- b. **Warranties:** Refer to Article "Products" for specific general requirements on warranties, product bonds, workmanship bonds and maintenance agreements. In addition to copies desired for the Contractor's use, furnish two (2) executed copies of such warranties, bonds or agreements. Provide two (2) additional copies where required for maintenance manuals.

5. **Closeout Submittals:** Refer to Article "Project Closeout" and to individual sections of these specifications for specific submittal requirements of project closeout information, materials, tools, and similar items.

D. **Architect's Action:** The Architect will stamp each submittal with a uniform, self-explanatory action stamp. The action will be as outlined below. Where the submittal must be held for coordination, the Architect will so advise the Contractor without delay.

- 1. **If no changes** to the submittal are required, the number of copies outlined above will be returned to the Contractor, bearing the stamp of the Architect, stating - "APPROVED".
- 2. **If changes** to the submittal are required, but are of such minor nature that fabrication and/or construction can proceed in accordance with the correction noted by the Architect without resubmission the number of copies outlined above will be returned to the Contractor bearing the Stamp of the Architect stating "APPROVED AS NOTED". The Contractor shall proceed with fabrication and/or construction in accordance with the Architect's corrections, and resubmit corrected copy for the Architect's records.
- 3. **If changes** to the submittal are required, but are of such nature that fabrication or construction cannot proceed, the number of copies outlined above will be returned to the Contractor, bearing the stamp of the Architect stating - "REVISE AND RESUBMIT." In such a case, the Contractor shall resubmit the drawings, properly corrected. Upon

resubmission of shop drawings, if any corrections or changes are made other than those marked by the Architect, the Contractor shall clearly indicate any such corrections or changes made on his own initiative.

4. **If the product does not meet** the specification requirements, the number of copies outlined above will be returned to the Contractor, bearing the stamp of the Architect stating - "REJECTED." In such a case, the Contractor shall submit a new product which complies with the technical specifications.
5. **Other Action:** Where the submittal is returned, marked with the Architect's explanation, for special processing or other Contractor activity, or is primarily for information or record purposes, the submittal will be marked as "NO ACTION."

1.7 TEMPORARY FACILITIES AND CONTROLS:

- A. **Description of Requirements:** This article specifies administrative and procedural requirements for temporary services and facilities, including such items as temporary utility services, temporary construction and support facilities, and project security and protection.

1. **Use Charges:** No cost or usage charges for temporary services or facilities are chargeable to the Government. Cost or use charges for temporary services or facilities will not be accepted as a basis of claims for a change-order extra. All materials and equipment provided by the Contractor for temporary facilities shall remain the property of the Contractor.
2. **Materials and Execution:** Provide new materials and equipment for temporary services and facilities; used materials and equipment that are undamaged and in serviceable condition may be used, if acceptable to the Architect. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards. Do not use materials of temporary service in permanent installation.

- B. **Quality Assurance:** Comply with the requirements of the District of Columbia Building Code and regulations governing construction and local industry standards, in the installation and maintenance of temporary services and facilities.

1. **Standards:** Comply with the requirements of NFPA Code 241, "Building Construction and Demolition Operations", the ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and the NECA National Joint Guideline NJC-6 "Temporary Job Utilities and Services".
 - a. **Refer** to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", as prepared jointly by Associated General Contractors of America (AGC) and American Specialty Contractors, Inc. (ASC) for industry recommendations.
 - b. **Trade Jurisdictions:** The assigned responsibilities for the installation and operation of temporary utilities are not intended to interfere with the normal application of trade regulations and union jurisdictions applicable to the work.
2. **Inspections:** Inspect and test each service before placing temporary utilities in use. Arrange for required inspections and tests by governing authorities, and obtain required certifications and permits for use.

- C. **Job Conditions:** Provide each temporary service and facility ready for use at each location when the service or facility is first needed to avoid delay in performance of the Work. Maintain, expand as required and modify temporary services and facilities as needed throughout the progress of the Work. Do not remove until services or facilities are no longer needed, or are replaced by the authorized use of completed permanent facilities.
1. **Maintain temporary construction** and support facilities in such a manner as to prevent discomfort to users. Take necessary fire prevention measures. Maintain temporary support facilities in a sanitary manner so as to avoid health problems and other deleterious effects.
- D. **Temporary Utilities:** The Architect will designate a connection point for installation of temporary service to the project to existing service. Arrange with the Architect for an acceptable time when service can be interrupted, where necessary to make connections for temporary services.
1. **Temporary Electric Power Service:** Electrical energy (110v and 220v) will be supplied by the Government, but the Contractor shall install and maintain all necessary conduit, wiring, and devices needed to execute the work. Install all wiring in flexible conduit or armored cable with minimum No. 12 gage wire. Portable cords for small power tools shall be properly grounded and installed as approved by the Architect. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for plug-in connection of power tools and equipment. The Government will not be held responsible for power outages beyond its control.
 - a. **Comply with applicable NEMA, NECA and UL standards** and governing regulations for materials and layout of temporary electric service, including those requirements included in the Project Manual.
 2. **Temporary Lighting:** Provide general service incandescent lamps of wattage indicated or required for adequate illumination. Protect lamps with guard cages or tempered glass enclosures, where fixtures are exposed to breakage by construction operations. Provide exterior fixtures where fixtures are exposed to weather or moisture. Keep sockets equipped with active lamps. Where feasible, utilize fluorescent type fixtures.
 3. **Temporary Heating, Cooling and Ventilating:** Provide temporary heating, cooling, and ventilating where indicated or needed for performance of the Work, curing or drying of recently installed work or for protection of work in place from adverse effects of low temperatures or high humidity. Select facilities known to be safe and without deleterious effect upon the work in place or being installed. Coordinate with ventilation requirements to produce the indicated ambient condition required, to minimize the consumption of fuel or energy, and to comply with code requirements. Do not store fuel in the building.
 4. **Temporary Telephones:** Provide cellular service to the contractor's site superintendent. Location of telephones and telephone wires is subject to Architect's approval.
 5. **Temporary Sanitary Facilities:** Use of the designated existing Government toilet facilities will be permitted, provided these facilities are properly cleaned and maintained in a condition acceptable to the Government. Immediately prior to Final Acceptance, restore these facilities to the condition prevalent at the time of initial use. Do not clean tools or equipment in building toilet rooms.

6. **Temporary Fire Protection:** Install and maintain temporary fire protection facilities of the types needed to adequately protect against reasonably predictable and controllable fire losses. Comply with applicable recommendations of NFPA Standard 10 "Standard for Portable Fire Extinguishers." Locate fire extinguishers where they are most convenient and effective for their intended purpose, but provide not less than one extinguisher on each floor at or near each usable stairwell. Store combustible materials in clearly-labeled containers in recognized fire-safe locations.
 - a. **Maintain an adequate safeguard** on the site for a period of thirty (30) minutes following the cessation of welding or burning operations, including but not limited to after completion of work at end of shift, lunch breaks and temporary work.

E. **Temporary Construction and Support Facilities:**

1. **Construction Aids:** Design, construct, and maintain construction aids and miscellaneous general services and facilities as needed to accommodate performance of the work. Construction aids and miscellaneous general services and facilities include, but are not limited to the following:
 - a. **Provide temporary stairs** where ladders are not adequate for performance of work, and until permanent stairs are available. Cover finished permanent stairs which will be exposed to occupants' use, with a durable protective covering of plywood or similar material so that finishes will be undamaged at the time of acceptance.
 - b. **Provide scaffolds** as required for proper execution of the Work. Remove or relocate scaffolds promptly to avoid interference with other trades.
 - c. **Provide adequate guardrails and barriers** at perimeters of each level of construction as work progresses in accordance with District of Columbia requirements and in conformance with requirements of the Special Conditions.
 - d. **Provide adequate facilities** for hoisting materials and employees. Do not permit employees to ride hoists which comply only with requirements for hoisting materials. The Contractor is responsible for selection of type, size and number of facilities. Truck cranes and similar devices used for hoisting are considered as being "tools and equipment" and not temporary facilities.
 - 1) **Temporary Elevator Use:** The Senate Superintendent will designate an elevator which may be used by the Contractor. The Contractor will not have exclusive use of the elevator; the Government and general public will share use.
 - e. **Hoists and Chutes:** Do not permit free dropping of materials, rubbish or debris, but remove by use of material hoist and/or rubbish chute. Locations of all hoists and chutes are subject to approval by the Architect.
 1. Protect building from use of hoists and chutes to prevent damage, marring or staining of permanent work. Brace and guy securely and provide safety devices as required by code.
2. **Project Signage:** No signs, other than safety signs, may be erected on the site unless specifically indicated otherwise.

F. **Security and Protection Facilities:** Provide and maintain all necessary barricades, lights, and other safeguards for the protection of Members of Congress, Government employees, Contractor's employees and the general public from injury. Protect materials and work on the site, whether incorporated in the work or not, against damage or loss from any cause.

1. **Provide a reasonably neat** and uniform appearance in security and protection facilities acceptable to the Architect.
2. **Barricades and Fences:** Comply with recognized standards and code requirements for the erection of substantial, structurally adequate barricades where needed to prevent accidents and losses. All barricades shall be fire-retardant treated and painted with appropriate colors, graphics and warning signs to inform personnel at the site and the public, of the hazard being protected against.
3. **Security Enclosure and Lockup:** Install substantial, durable, and fire-retardant general temporary enclosure of partially completed areas of construction. Provide locking entrances adequate to prevent unauthorized entrance, vandalism, theft and similar deleterious effects and violations of project security. Provide 2 sets of access keys to the United States Capitol Police.

G. **Temporary Controls:**

1. **Traffic Control:** Plan vehicular access methods, locations and timing of deliveries in a manner to minimize interference with street and pedestrian traffic and to conform to District of Columbia regulations. Do not block or obstruct public streets, driveways and walkways adjacent to the site at any time during performance of the work without proper authorization. Do not permit trucks of any kind to use existing sidewalks without prior authorization of the Architect.
2. **Collection and Disposal of Wastes:** Establish a system for daily collection and disposal of waste materials from construction areas and elsewhere on the site. Enforce requirements strictly. Do not hold collected materials at the site longer than 7 days during normal weather or 3 days when the daily temperature is expected to rise above 80 deg. F. Handle waste materials that are hazardous, dangerous, or unsanitary separately from other inert waste by containerizing appropriately. Dispose of waste material in a lawful manner.
 - a. Burying or burning of waste materials on the site will not be permitted.
 - b. Washing waste materials down sewers or into waterways will not be permitted.
 - c. Provide rodent proof containers located on each floor level of construction work, to encourage depositing of garbage and similar wastes by construction personnel.
3. **Janitorial Services:** Provide daily janitorial services for temporary offices, first aid stations, toilets, wash facilities, lunchrooms and similar areas. Require users of other temporary facilities to help maintain a clean and orderly premises.
4. **Dust Control:** During periods of construction activity creating dust conditions sprinkle periodically the site areas disturbed by Contractor's operation or treat with dust suppressors to control dust. Dry power brooming will not be permitted. Use vacuuming, wet mopping, wet sweeping or wet power brooming. Air blowing will be permitted only for cleaning non-particulate debris. Use only wet cutting procedures for unit masonry and concrete.

5. **Noise Control:** Avoid the use of tools and equipment that produce harmful noise. Restrict the use of noise making tools and equipment to hours of use that will minimize noise complaints from persons or firms near the project site. Coordinate such work with the Architect and the Senate Superintendent's Office.
 6. **Environmental Protection:** Provide general protection facilities, operate temporary facilities, conduct construction activities, and enforce strict discipline for personnel on the site in ways and methods that comply with environmental regulations, and that minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result from the performance of work at the site.
- H. **Installation, Operation, Termination and Removal:** Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work.
1. **Supervision:** Limit availability of temporary services and facilities to essential and intended uses to minimize waste and abuse. Do not permit temporary installations to be abused or endangered. Do not allow hazardous, dangerous or unsanitary conditions to develop or persist on the project site.
 2. **Maintenance:** Operate and maintain temporary services and facilities in good operating condition throughout the time of use and until removal is authorized. Protect from damage by freezing temperatures and similar elements.
 3. **Termination and Removal:** Unless the Architect requests that it be maintained for a longer period of time, remove each temporary service and facility promptly when the need for it or a substantial portion of it has ended, or when it has been replaced by the authorized use of a permanent facility, or no later than substantial completion. Repair damaged work, clean exposed surfaces and replace work which cannot be satisfactorily repaired. Contract Time includes the time required for final cleanup of premises.
 - a. **Immediately prior to final acceptance,** clean and renovate permanent services and facilities that have been used to provide temporary services and facilities during the construction period.

1.8 PRODUCTS:

- A. **General:** Refer to Article, "Materials and Workmanship," of the GENERAL CONDITIONS. After execution of the Contract, the Contractor's requests for changes in the products, materials, equipment and methods of construction required by the Contract Documents are considered requests for "contract modifications," and are subject to the requirements specified in Architect of the Capitol, "Official Procedure for Making Changes in Contracts." Revisions to the contract documents, where requested by the Architect are considered as "Changes" not substitutions.
- B. **Quality Assurance:** Compatibility of products is a basic requirement of product selection. When the Contractor is given the option of selecting between two or more products for use on the project, the product selected must be compatible with other products previously selected, even if the products previously selected were also Contractor options. The complete compatibility between various choices available to the Contractor is not assured by the various requirements of the Contract Documents, but must be provided by the Contractor. Provide

a single product for each required product selection, regardless of whether that product selection is provided by more than one sub-contractor. Do not alter product brands or series for a given product selection during the life of the contract without written approval of the Architect.

1. **Source Limitations:** To the fullest extent possible and subject to the restrictions of the "Buy American Act," provide products of the same generic kind, from a single source, for each unit of work.
- C. **Product Delivery, Storage, and Handling:** Deliver, store, and handle products in accordance with manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft. Control delivery schedules to minimize long-term storage at the site and to prevent overcrowding of construction spaces, and to ensure minimum holding or storage times for items known or recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration or loss.
1. **Deliver products** to the site in the manufacturer's sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 2. **Store products** at the site in a manner that will facilitate inspection and measurement of quantity or counting of units, and in conformance with manufacturer's instructions.
 3. **Store heavy materials** away from the project structure in a manner that will not endanger the supporting construction.
- D. **General Product Compliance:** Requirements for individual products are indicated in the Contract Documents; compliance with these requirements is in itself a contract requirement. These requirements may be specified in any one of several different specifying methods, or in any combination of these methods.
1. **Procedures for Selecting Products:** The Contractor's options in selecting products are limited by requirements of the Contract Documents and governing regulations. They are not controlled by industry traditions or procedures experienced by the Contractor on previous construction projects.
 - a. **Performance Specification Requirements:** Where the specifications require compliance with indicated performance requirements, provide products that comply with the specific performance requirements indicated, and that are recommended by the manufacturer for the application indicated. The manufacturer's recommendations may be contained in published product literature, or by the manufacturer's individual certification of performance. General overall performance of a product is implied where the product is specified for specific performances.
 - b. **Compliance with Standards, Codes and Regulations:** Where the specifications require only compliance with an imposed standard, code or regulation, the Contractor has the option of selecting a product that complies with specification requirements, including the standards, codes and regulations.
 - c. **Visual Matching:** Where matching an established sample is required, the final judgement of whether a product proposed by the Contractor matches the sample satisfactorily will be determined by the Architect. Where there is no product that matches the sample satisfactorily and also complies with other specified

requirements, comply with the provisions of the Contract Documents concerning "changes" for the selection of a matching product in another product category, or for non-compliance with specified requirements.

- d. **Visual Selection:** Except as otherwise indicated, where specified product requirements include the phrase "...as selected from the manufacturer's standard colors, patterns, textures..." or similar phrases, the Contractor has the option of selecting the product and manufacturer, provided the selection complies with other specified requirements. The Architect is subsequently responsible for selecting the final color, pattern and texture from the product line selected by the Contractor.

- E. **General Product Requirements:** Provide products that comply with the requirements of the contract documents and that are undamaged and, unless otherwise indicated, unused at the time of installation. Provide products that are complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.

1. **Provide products** that are essentially the standard catalogued products of manufacturers regularly engaged in production of such products and that are the manufacturer's latest standard design that complies with the specification requirements. Equipment shall essentially duplicate items that have been in satisfactory commercial and industrial use at least two years, or more if otherwise specified, prior to bid opening; or in lieu thereof shall have been used and operated in a test installation which, in the opinion of the Architect, duplicate its field performance for the same period of time. The Architect reserves the right to require the Contractor to submit evidence to this effect for his approval. When two units of the same class of equipment are required, these units shall be the product of a single manufacturer; however, the component parts of the system need not be the products of the same manufacturer.
2. **Provide standard,** domestically produced products for which the manufacturer has published assurances that the products and its parts are likely to be available to the Government at a later date.
3. **Nameplates:** Except as otherwise indicated for required labels and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on the exterior of the completed project.

- F. **Installation of Products:** Except as otherwise indicated in individual sections of these specifications, comply with the manufacturer's instructions and recommendations for installation of the products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other work. Clean exposed surfaces and protect surfaces as necessary to ensure freedom from damage and deterioration at time of acceptance.

1.9 PROJECT CLOSEOUT:

- A. **Definitions:** "Project Closeout" is the term used to describe certain collective project requirements, indicating completion of the work that are to be fulfilled near the end of the Contract Time in preparation for final acceptance and occupancy of the Work by the Government, as well as final payment to the Contractor and the normal termination of the Contract.

1. **Time of closeout** is directly related to "Final Acceptance." Therefore, the time of closeout may be either a single time period for the entire Work or a series of time periods for individual elements of the Work that have been certified as substantially complete at different dates. This time variation, if any, shall be applicable to the other provisions of this Division.
- B. **Final Cleaning:** Special cleaning requirements for specific units of Work are included in the appropriate sections of Division 2 through 16. General Cleaning during the regular progress of the Work is required by the GENERAL CONDITIONS and is included under Article "Temporary Facilities and Controls."
 1. **Cleaning:** Provide final cleaning of the Work at the time indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of work to the condition expected from a normal, commercial building cleaning and maintenance program. Comply with the manufacturer's instructions for operations.
 - a. **Complete the following** cleaning operations before requesting the Architect's inspection for Final Acceptance.
 - b. **Remove labels** which are not required as permanent labels.
 - c. **Clean transparent materials**, including mirrors and glass in doors and windows, to a polished condition. Remove putty and other substances which are noticeable as vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
 - d. **Clean exposed** exterior and interior hard-surfaced finishes to a dust-free condition, free of dust, stains, films and similar noticeable distracting substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
 - e. **Wipe surfaces** of mechanical and electrical equipment clean. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and provide new lamps.
 - f. **Clean the project site**, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas to a broom clean condition; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
 2. **Pest Control:** Engage an experienced exterminator to make a final inspection of the project, and to rid the project of rodents, insects and other pests.
 3. **Compliance:** Comply with safety standards and governing regulations for cleaning operations. Remove waste materials from the site and dispose of in a lawful manner.
 - a. **Where extra materials** of value remaining after completion of associated work have become the Government's property, salvage or dispose of these materials to the Government's best advantage as directed.
- C. **Record Document Submittals:** Specific requirements for record documents are indicated in the individual sections of these specifications. Other requirements are indicated in the GENERAL CONDITIONS. General submittal requirements are indicated in the various "Submittals" articles of individual sections of the Project Manual.

1. **Do not use** record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect's reference during normal working hours.
 2. **Record Documents:** Maintain a record set of blue or black line white-prints of contract drawings and shop drawings in a clean, undamaged condition. Mark-up the set of record documents to show the actual installation where the installed work varies substantially from the work as originally shown. Mark whichever drawing is most capable of showing the actual "field" condition ("as-built" condition) fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at the corresponding location on the working drawings. Give particular attention to concealed work that would be difficult to measure and record at a later date.
 - a. **Mark record sets** with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work.
 - b. **Note related** change-order numbers where applicable.
 - c. **Organize record drawing sheets** into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
 - d. **Materials and Tools:** Refer to individual sections of the Project Manual for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be submitted.
 - e. **Record the** date of each revision recorded in the Title Block or in a uniform location for each sheet.
- D. **Maintenance Manuals:** Organize operating and maintenance data into suitable sets of manageable size. Bind data into individual binders properly identified and indexed. Bind each set of data in a heavy-duty 2-inch, 3-ring vinyl-covered binder, with pocket folders for folded sheet information. Mark the appropriate identification on both front and spine of each binder.
- E. **Warranties and Bonds:** At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
1. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
 - a. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
 - b. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS," the Project title or name, project number, and the name of the Contractor.
 2. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

- F. **General Operating and Maintenance Instructions:** Arrange for each installer of operating equipment and other work that requires regular or continuing maintenance, to meet at the site with the Government's personnel to provide necessary basic instruction in the proper operation and maintenance of the entire Work. Where installers are not experienced in the required procedures, include instruction by the manufacturer's representatives.
- G. **Closeout Submittals:** Prior to requesting Final Inspection, submit the following:
1. Project Record Documents, properly annotated and in the format required.
 2. Copies of Warranties and Bonds.
 3. Operation and Maintenance data.
 4. All required operating or special tools required in individual sections.
 5. All required keys and keying schedules.
- H. **Prerequisites to Final Acceptance:** Complete the following before requesting the Architect's final inspection for certification of final acceptance, and final payment as required by the GENERAL CONDITIONS. List known exceptions, if any, in the request.
1. **Submit the final payment** request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 2. **Submit an updated final statement**, accounting for final additional changes to the Contract Sum.
 3. **Submit a certified copy** of the Architect's final punch-list of itemized work identified to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and has been endorsed and dated by the Architect.
 4. **Submit final meter readings for utilities**, a measured record of stored fuel, and similar data either as of the date of substantial completion, or else when the Government took possession of and responsibility for corresponding elements of the Work.
 5. **Submit** consent of surety.
- I. **Reinspection Procedures:** The Architect will reinspect the Work upon receipt of the Contractor's notice that the work, including punchlist items resulting from earlier inspections, has been completed, except for these items whose completion has been delayed because of circumstances that are acceptable to the Architect.
- J. **Removal of Protection:** Except as otherwise indicated or requested by the Architect, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction period.

END OF SECTION 01000

SECTION 028213 - ASBESTOS ABATEMENT PROCEDURES**PART 1 - GENERAL****1.1 DESCRIPTION OF WORK:**

- A. **General:** This section includes required procedures necessary to reduce air concentrations of asbestos to the specified level and maintain the specified asbestos control limits that is mandated during the life of the contract. It also includes procedures for the encapsulation, removal, containment, and disposal of asbestos containing materials.

1. **Work Area:** The work areas include the following:

Elevator Cab No. 1
Elevator Machine Room No. 1.

2. **The following asbestos** containing materials are to be removed:

- a. Removal and disposal of all asbestos insulation within the work area.
- b. The work shall be performed within a negative air containment.
- c. All measurements are approximate and are to be verified by the contractor.

1.2 QUALITY ASSURANCE:

- A. **Definitive Responsibility Criteria:**

1. **Qualifications For the Asbestos Abatement Contractor:**

- a. **Asbestos Abatement Experience:** Provide the name and location of at least five (5) prior asbestos abatement projects, successfully performed by the selected Asbestos Abatement Contractor, that are comparable in scope of work, structure, project costs and in complexity. For each project include the name and current telephone number of the project's contract representative. Address how each project is comparable in scope of work, structure, project costs and complexity.
- b. **Project Documents:** Provide copies of the daily logs and air monitoring reports including final clearance sample results, for the five abatement projects submitted in response to the preceding paragraph.
- c. **Pollution Liability Insurance:** Submit proof of Pollution Liability Insurance coverage. If the completion date of the bid project is beyond the effective dates of the Pollution Liability Insurance coverage, then the selected contractor shall submit a statement stating it is understood, that this Pollution Liability Insurance coverage, shall remain in effect throughout the duration of this contract.
- d. **Federal/State EPA and OSHA citations:** Provide a list all federal and State EPA or OSHA citations the Contractor has received in the last five (5) years.

2. **Qualifications for the Supervisor / Competent Person:** Provide the name and experience record of the proposed Supervisor/Competent Person and foreman, the selected Asbestos Abatement Contractor, will assign to this project. Provide evidence that the proposed Supervisor/Competent Person has supervised at least five (5) asbestos abatement contracts of comparable scope and complexity.
 - a. **Accreditation:** Provide evidence that shows the proposed Supervisor/Competent Person, is accredited as an asbestos Contractor/Supervisor as described in 40 CFR Part 763 (EPA's Model Accreditation Plan).
3. **Qualifications for the Certified Industrial Hygienist (CIH):** Provide the name and experience record of the CIH selected to perform the duties outlined in "Project Certified Industrial Hygienist" below. Provide evidence showing that, in the last five years, the selected CIH has performed abatement oversight on projects of comparable scope and complexity. The project CIH shall be an employee independent of the asbestos abatement contractor.
 - a. **Certification, Accreditation and Training:** Provide evidence documenting that the selected CIH:
 - 1) Is certified in Comprehensive Practice by the American Board of Industrial Hygiene (ABIH)
 - 2) Is currently accredited as an Asbestos Building Inspector, Contractor/Supervisor, and Project Designer as described in 40 CFR Part 763.
 - 3) If the CIH will be reading Phase Contrast Microscopy (PCM) samples: has successfully completed the National Institute of Occupational Safety and Health (NIOSH) 582 course *Sampling and Evaluating Airborne Asbestos Dust* or equivalent; is currently registered in the American Industrial Hygiene Association's (AIHA) *Asbestos Analytical Registry*; and participates in their *Proficiency Analytical Testing* (PAT) certification program or participates in a qualified quality control program including PAT rounds.
 - b. **Errors and Omissions Insurance:** Provide evidence showing the Project CIH has Errors and Omissions Insurance coverage. If the completion date of the project is beyond the effective dates of the insurance coverage, submit documentation stating that the CIH(s) Errors and Omissions Insurance coverage will be kept current and in effect for the duration of the project.
4. **Qualifications for the Industrial Hygienist (IH):** Name of and experience record of the Industrial Hygienist(s) (IH), the CIH selects, who are qualified by virtue of their training and work experiences, to perform duties assigned by the CIH. Show experience on 5 projects of comparable scope and complexity, that the IH has overseen in the last five years. Provide evidence documenting that:

- a. The selected IH is currently Accredited as an asbestos building inspector, Contractor/Supervisor, and Project Designer as described in 40 CFR Part 763.
 - b. The selected IH has successfully completed the NIOSH 582 course *Sampling and Evaluating Airborne Asbestos Dust* or equivalent and is currently registered in the American Industrial Hygiene Association's (AIHA) *Asbestos Analytical Registry*.
 - c. The selected IH currently participates in their (PAT) certification program or in a qualified quality control program including PAT rounds.
5. **Testing Laboratory Qualifications:** Proof of qualifications of testing laboratory and personnel as follows:
- a. **Accreditation:** Provide proof of accreditation by the AIHA for asbestos analysis, and the NIST under National Voluntary Laboratory Accreditation Program (NVLAP) for asbestos analysis.
 - b. **Proficiency:** Provide the two most recent consecutive quarterly reports showing the laboratory analyzing the samples has been judged proficient by successful participation in the NIOSH's PAT certification and Bulk Asbestos Proficiency Analytical Testing (ELPAT) programs.
 - c. **Laboratories and Microscopists:** Provide proof the laboratory(s) selected to analyze project samples is accredited by the American Industrial Hygiene Association (AIHA), holds appropriate state license and successful participation of the laboratory in the Proficiency Analytical Testing (PAT) Program. For microscopists to analyze fibers-in-air samples on site, provide proof that they have been judged by current inclusion on the AIHA Asbestos Analyst's Registry (AAR) or other qualified quality control program.
 - d. **Errors and Omissions Insurance:** Provide evidence showing the laboratory has Errors and Omissions Insurance coverage. If the completion date of the project is beyond the effective dates of the insurance coverage, submit documentation stating that the laboratory's Errors and Omissions Insurance coverage will be kept current and in effect for the duration of the project.
- B. **Contractors performing** asbestos abatement work for the Architect of the Capitol in the District of Columbia are required to be licensed to do asbestos work in the District of Columbia. The Contractor shall comply with the licensing regulations of:
- Government of the District of Columbia
Department of Consumer and Regulatory Affairs (DCA)
Environmental Regulation Administration
51 N Street NE
5th Floor
Washington, DC 20002
- C. **Contractor employees** assigned to active asbestos work areas in the District of Columbia must be licensed by the District of Columbia as trained asbestos workers and supervisors. The Abatement Personnel shall have completed the EPA AHERA/OSHA abatement

worker/supervisor course; have training on the standard operating procedures of the Abatement Contractor; have one year of asbestos abatement experience; have applicable medical and respiratory protection documentation; have certificate of training and State accreditation/license.

- D. **Asbestos Control Limits:** The enclosed work areas shall be defined as a regulated area in accordance with 29 CFR 1910.1001 and 29 CFR 1926.1101.
1. **Inside Asbestos Work Area:** For personnel wearing negative-pressure respirators, air concentrations of asbestos shall not exceed an 8-hour time weighted average of 0.1 fibers (longer than 5 microns), per cubic centimeter of air as determined by the NIOSH 7400 method. Regardless of respiratory protection worn, air concentrations inside the work area will not exceed an 8-hour time weighted average of one (1) fiber per cubic centimeter as determined by the NIOSH 7400 method. In the event that this level is exceeded, all work in the asbestos work area shall stop and may not restart until fiber levels are below an 8-hour time weighted average of one (1) fiber per cubic centimeter as determined by the NIOSH 7400 method. It is the responsibility of the Contractor to provide an independent industrial hygiene consultant to provide the required personal air monitoring and to assure that all safety and health procedures are followed.
- E. **Project Certified Industrial Hygienist (Project CIH):** The primary Contractor shall engage the services of a CIH certified in Comprehensive Practice by the American Board of Industrial Hygiene (ABIH) for the period of this contract. Selection of the Project CIH is subject to approval of the Architect. This person is responsible for all environmental oversight of this contract. Although contracted by the General Contractor, the Project CIH is responsive to the Architect. During the contract period, the Project CIH is required to be on call and to be on project site within two hours after notification by the Architect. Additionally, the Project CIH will arrange for another Architect approved CIH, to be a back-up, to cover duties assigned under this specification, in the event that the selected Project CIH is not able to be on site as required or cannot report to the project site within the allotted 2 hours. Responsibilities for the Project CIH include but shall not be limited to the following:
1. **Coordination meeting.** Immediately after selection the Project CIH will contact the Architect to schedule a coordination meeting. Suggested attendees to this meeting are: the AOC Construction Manager, a representative of the AOC/SOHB, and a representative of the AOC jurisdiction where the work is being performed. The purpose of this coordination meeting is to establish a clear working knowledge of the project and the responsibilities of the Project CIH with the Architect's staff.
2. **Certify**, that prior to beginning any abatement activity, all personnel is trained in accordance with OSHA 29 CFR 1926.1101 (k)(9) and any additional State/Local requirements. Training must include, at a minimum, the elements listed at 29 CFR 1926.1101 (k)(9)(viii). Training shall have been conducted by a third party, EPA/State approved trainer meeting the requirements of EPA 40 CFR 763 Appendix C (AHERA MAP). Provide copies of the initial training certificates and all refresher taken to date.
3. **Certify** that medical examinations meeting the requirements of 29 CFR 1926.1101 (m) are provided for all personnel working in the regulated area, regardless of exposure

levels. The physician's written opinion as required by 29 CFR 1926.1101 (m)(4) shall be provided for each person and shall include in the opinion the person has been evaluated for working in a heat stress environment while wearing personal protective equipment and is able to perform the work.

4. **Review**, approve and submit for review to the Architect:
 - a. **All asbestos abatement plans** of action for conformance to applicable referenced standards and this specification.
 - b. **All submittals** (except initial submittal of contractor qualification information) the Contractor submits under paragraph 1.4.
 - c. **All sampling data** within the time frames outlined in this specification.
 5. **Review**, approve and submit to the Architect for review all required Material Safety Data Sheets (MSDS) submitted by the Contractor.
 6. **Inspect and or oversee** the inspection of, asbestos abatement removal work for conformance with the approved plan.
 7. **Develop and submit** for review a daily monitoring plan to test airborne levels of asbestos to determine exposure levels. The plan will include all personal, area, and final air samples to be used to clear a containment area.
 8. **Perform daily monitoring** in accordance with the approved plan.
 9. **Ensure all work** is performed in strict accordance with this specification at all times.
 10. **Ensure hazardous exposure** to personnel and to the environment are adequately controlled at all times.
 11. **The Project CIH or designated IH shall visually inspect** and approve all asbestos containment areas before asbestos containing materials are removed and before performing any final air tests.
 12. **At the direction** of the AOC/SOHB, the Project CIH shall investigate possible contaminations and contamination related complaints. The Project CIH, shall perform any necessary sampling and/or site investigations in order to develop findings and conclusions of the reported incidence. Submit a verbal report that outlines all findings of the investigation to the AOC/SOHB within 24 hours of the initial notice. Submit a final written report to the AOC/SOHB within 3 work days of the initial notice.
 13. **With the approval of the Architect the Project CIH** may select IH (s) to perform duties assigned by the Project CIH. The selected IH (s) shall be under the direct supervision of the Project CIH, who will be responsible for IH(s) job performance, and will review and approve all results of their work. The selection of IH (s) shall be based on their training and work experiences and will be subject to the approval of the Architect.
 14. **PPE:** Establish the Personal Protective Equipment (PPE) daily.
- F. **Project Competent Person:** The abatement contractor shall assign a competent person as defined in 29 CFR 1926.1101, as a person who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, and who has the authority to take prompt corrective measures to eliminate them. This person shall meet the criteria outlined in paragraph 1.2.A.2, of this specification and is required to

be on site supervising the work. Responsibilities for the Project Competent Person include but shall not be limited to the following:

1. **Comply with** the requirements outlined in 29 CFR 1926.1101, paragraph (o) *Competent Person*.
2. **Follow** the requirements outlined by the Project CIH.
3. **Limit access** to the abatement area by permitting only authorized personnel and personnel listed in "Access to Work Area" below to enter.
4. **No employee** shall be allowed to wear a respirator unless a physician has determined they are capable of doing so and has issued a written opinion for that person.
5. **All personnel** wearing respirators shall have a current qualitative/quantitative fit test which was conducted in accordance with 29 CFR 1910.134 (f) and Appendix A. Fit tests shall be done for PAPRs with the blower off.
6. **The Competent Person** shall assure that the positive/negative fit check is done each time the respirator is donned by an employee. Head coverings must cover respirator head straps. Any situation that prevents an effective face piece to face seal as evidenced by failure of a fit check shall preclude that person from wearing a respirator until resolution of the problem.
7. **Maintain** a daily log of all persons who enter and exit the work area until the containment is authorized for removal.
8. **Working** with the project CIH, ensure that all documents are filed in the final report due three days after the containment is authorized for removal.
9. **Ensure** that only personnel with current EPA accreditation and DC asbestos license, perform abatement work in the work area.

1.3 REFERENCES:

A. American National Standards Institute (ANSI) Publication:

1. Z9.2-79 - Fundamentals Governing the Design and Operation of Local Exhaust Systems

B. American Society for Testing and Materials (ASTM) Publication:

1. E 849-82 - Safety and Health Requirements relating to Occupational Exposure to Asbestos

C. Code of Federal Regulations (CFR):

1. 29 CFR 1910.1001, Occupational Safety and Health Act (OSHA), INCLUDING Appendix A through I.
2. 29 CFR 1910.20, Subpart C, General Safety and Health Provisions.
3. 29 CFR 1910.134, OSHA General Industry Respirator Requirements.
4. 29 CFR 1926.1101. Occupational Exposure to Asbestos, Construction Industry Standard, INCLUDING Appendix A through K.

- 5 40 CFR Part 61, Subpart M: U.S. Environmental Protection Agency, National Emission Standards for Hazardous Air Pollutants (NESHAP) Asbestos.

D. State and Local Regulations:

1. Applicable state and local regulations shall apply.

E. Architect of the Capitol

1. The Architect of the Capitol's *Uniform Asbestos Management Program*.
2. Other special requirements listed by the AOC.

1.4 SUBMITTALS:

- A. General:** Transmit all submittals to the Architect for review.

B. Initial Submittal of Asbestos Abatement Contractor or Subcontractor Qualification

Information: Items 1 through 3 below are to be submitted as a complete package after the bid receipt, but are required to be reviewed by the AOC Safety and Occupational Health Branch (AOC/SOHB) prior to Notice to Proceed.

1. **Asbestos Abatement Contractor or Subcontractor Qualification Information:** Submit for review, the name, address, telephone number and required documentation of qualifications of the Asbestos Abatement Contractor or Subcontractor, selected for this contract.
2. **Certified Industrial Hygienist (Project CIH):** Submit name, address, telephone number and required documentation of qualifications of the independent Certified Industrial Hygienist selected to perform the duties outlined in 1.2.E above.
3. **Experience and Qualifications of Supervision:** Submit name of and required documentation of qualifications of the proposed competent person who would be assigned to this project, as outlined in "Definitive Responsibility Criteria" above.

- C. Post-Award Asbestos Abatement Submittal:** Items listed below are to be submitted after the award, but are required to be reviewed and recommended approved, by the Project Certified Industrial Hygienist (CIH) prior to submission to the Safety and Occupational Health Branch or his designated representative. These actions must be completed prior to starting work.

1. **Experience and Qualifications of Workers:** Name and experience record, if any, of workmen who will be assigned to this project. Include for each person evidence of successful completion of State of Maryland or Commonwealth of Virginia training given by qualified personnel. Provide certification that employees meet the OSHA medical surveillance requirements.
2. **License Information:** Provide a copy of a current District of Columbia Asbestos Contractor's License and Individual Asbestos License for asbestos projects in the District of Columbia.

3. **CIH Approved Plan of Action:** Before start of work submit the design and layout of the regulated area and the negative air machines. The submittal shall be prepared by a certified asbestos project designer and shall indicate the number of, location of, and size of negative air machines. The point(s) of exhaust, air flow within the regulated area, anticipated negative pressure differential, and supporting calculations for sizing shall be provided. In addition, submit the following:
 - a. Manufacturer's information on the negative air machine(s).
 - b. Method of supplying power to the units and designation/location of the panels.
 - c. Description of testing method(s) for correct air volume and pressure differential.
 - d. Provide manufacturer's product data on the pressure differential measuring device used.

There will be 4 air exchanges required with minus 0.02 inch of water pressure differential. The plan must include the location and layout of each containment and decontamination areas, the sequencing of asbestos work, the interface of trades involved in the performance of work, methods to be used to assure the safety of building occupants and visitors to the site. The plan must explain the use of portable HEPA ventilation systems, identify the means of isolating the building's HVAC system during removal operations, detail the method of removal to prohibit emissions into the work area, and identify the method of packaging the asbestos waste. No locally exhausted HEPA filtered drills or saws shall be used as the sole means of containment of drilling or cutting asbestos-containing materials unless prior approval is given by the AOC/SOHB.

4. **Project CIH Approved Area Sampling Plan:** Submit a detailed plan which shows the proposed air sampling strategy to be used to comply with the requirements specified. This plan must be separate from the CIH approved plan of action. Show all locations where sampling will occur during the asbestos abatement operation.
5. **Temporary Storage of Containerized Asbestos Waste:** Submit a request to the AOC, requesting a location for temporary storage of containerized asbestos waste that is generated by this project.
6. **Project CIH Approved Disposal Plan:** Submit to the Architect a disposal plan including the location of the approved disposal site and the contractor's method for documenting proper asbestos disposal. Detail the methods by which the containerized asbestos waste is taken from the work area to the temporary storage area.
7. **IH qualifications:** Submit the name and required documentation of qualifications of the proposed IH (s) for this project.
8. **NESHAP Notification Requirements:** The contractor shall coordinate with the AOC/SOHB or designated Jurisdictional point of contact, in submitting the appropriate written notification. Any costs incurred due to expiration of the EPA NESHAP notice before completing assigned abatement work will be at the expense of the Contractor. **For the purpose of this contract, initial and all changes to the initial notification shall be postmarked by the appropriate addressee below, at least 10 working days and 35 calendar days respectively, prior to the start of asbestos abatement work:**
 - a. **Ten (10) working days** prior to beginning asbestos abatement work notify:

U. S. Environmental Protection Agency Region III
Pesticides/Asbestos
Programs and Enforcement Branch
Mail Code: 3WC32
1650 Arch Street
Philadelphia, PA 19107

And

District of Columbia
Department of Health
Air Quality Division
51 N Street NE
Washington, DC 20002
Phone: (202) 535-2259
FAX Number 202-535-1371

Thirty Five (35) days prior to beginning asbestos abatement work notify:

AOC, Safety and Occupational Health Branch (AOC/SOHB)
Ford House Office Building
Room HOB2-553
Washington DC 20515
Phone: (202) 225-4043
FAX NUMBER (202) 226-9915

And the affected AOC Building Superintendent to satisfy the District of Columbia's building occupant asbestos abatement notification requirement.

- b. **Changes to the original NESHAP Notification:** Any changes to the original notification, shall be coordinated with the AOC/SOHB prior to submission. After this coordination, the Contractor shall submit changes to the original notification, pursuant to the NESHAP requirements, within the time frames specified and to the appropriate jurisdiction listed above.
 - c. **Emergency NESHAP Notices:** The Contractor, shall contact the AOC/SOHB, for procedures regarding the submission of any emergency notifications, pursuant to the NESHAP requirements.
- 9. **AOC Asbestos Project Number:** Contact the AOC/SOHB at 202-225-4043 for this number. This Asbestos Control Number will be used in all documents concerning this project.
 - 10. **Certificates of Compliance:** RESERVED
 - 11. **Information on Encapsulating Material:** Submit written evidence that material meets the the specified characteristics and the latest requirements of the EPA.
 - 12. **Laboratory Qualification Information:** Submit proof of required qualifications of testing laboratory and their personnel. See "Testing Laboratory Qualifications".

13. **Containers For Disposal of Friable Asbestos:** Submit for review, the manufacturers cut sheet for the bags and containers the contractor intends to use to dispose of the asbestos containing material. Bags shall be minimum of 6 mil polyethylene (or equivalent) and labeled in accordance with 40 CFR Part 61 subpart M (NESHAP) and 29 CFR 1926.1101.
 14. **Decontamination Facility:** Unless otherwise specified by the AOC/SOHB, throughout the time that asbestos abatement is taking place, the Asbestos Abatement Contractor will maintain a working three-stage decontamination facility at the point of access to the containment. As a minimum, the decontamination facility will consist of a clean changing area, an air space, a shower, another air space, and a contaminated changing area. The size and location of this facility shall be reviewed by the AOC/SOHB.
 15. **Sequencing/Scheduling:** Submit for review, the sequencing and/or scheduling for each containment or containments being performed under this contract, to the AOC/SOHB.
 16. **Filtering for vacuums and exhaust equipment** shall conform to ANSI Z9.2. HEPA filters shall be used in all vacuums and exhaust equipment. All HEPA filtered vacuums and exhaust equipment shall be tested for integrity with a Dioctylphthalate (DOP) or Dioctylsubacate (DOS) smoke generator. Submit evidence showing that all HEPA filtered vacuums and exhaust equipment, scheduled for use under this Contract, have been tested and passed an DOP or DOS smoke generator.
 17. **Negative Air Machines:** All negative air machines used on this project shall have affixed to its outer cabinet a label certifying its acceptance under OSHA's Nationally Recognized Testing Laboratory program (NRTL).
 18. **HEPA Filter Replacement:** If any HEPA filtered vacuums or ventilation equipment requires HEPA filter replacement during this abatement operation, another dioctylphthalate (DOP) test shall be performed. The results of the dioctylphthalate (DOP) test shall be submitted when received and reviewed by the AOC/SOHB before re-using the equipment under this Contract.
 19. **Encapsulant Requirements:** Submit, before the start of work, the manufacturer's technical data for all types of encapsulant used on the project. Provide application instructions. Submit certification data as required in Encapsulant section. Submit MSDS for each material in compliance with 29 CFR 1910.1200. Submit certification from manufacturer that material it will adequately wet ACM as per NESHAP requirements.
- D. **During-Work Asbestos Abatement Submittal:** After review and approval by the Project CIH, submit items required under 1.4D1 and 1.4D2 to the AOC/SOHB as the work progresses and at the times specified.
1. **Air Monitoring and Work Area Inspections:**
 - a. **Air Monitoring Results:** Post for all workers to see, within 24 hours of collection, the results of all air monitoring conducted. Post the results at a location designated by the General Contractor and notify the AOC/SOHB. A

copy of the results shall be provided to the AOC/SOHB within the same time frame.

- b. ***Differential Air Pressure Readings:*** Starting when a negative pressure containment is erected and approved by the Project CIH, a strip chart recorder shall be installed and work area relative pressure shall be monitored 24 hours a day until final air clearances are produced. Submit a copy of the daily strip chart record to the AOC/SOHB within 24 hours after the recording was made.
- c. ***Work Area Inspections:*** The Project CIH shall personally perform a visual inspection of the abatement work area for the pre-removal, pre-final, and re-occupancy stage. The Project CIH or the IH(s) working for the Project CIH, will perform visual inspections of the abatement work area daily and pre-final. Submit documentation of the daily, pre-removal, pre-final inspections to the AOC/SOHB, within 24 hours of completion. Documentation of the re-occupancy stages of the work inspection shall be submitted to the AOC/SOHB as soon as completed.

2. **Transporting and Disposing of Asbestos Containing Materials (ACM):**

- a. ***Disposal Receipts:*** Submit receipts from the transporter, that acknowledge the contractor's shipment of ACM from the site (NESHAP Waste Shipment Records) within three (3) days following removal of ACM from the premises. Provide on each receipt the date, quantity of material removed, and signature of an authorized representative of the transporter. A signed and dated copy to the Waste Shipment Record, showing receipt at an authorized landfill, must be received by AOC/SOHB within 10 calendar days of the date of the shipping receipt.
- b. ***Transportation Vehicles:*** Transportation shall be in vehicles dedicated to asbestos transportation. Vehicles shall be marked in accordance with DOT and NESHAP regulations.

E. **Final Submittal:** After review and approval by the Project CIH, submit items required under 1 and 2 below to the AOC/SOHB within 3 calendar days at the completion of work for each containment. The CIH shall submit a project report consisting of:

- 1. **The daily log book** information and documentation of events during the abatement project.
- 2. **Copies** of all waste shipment records for asbestos waste sent to the designated landfill.
- 3. **The report** shall include a certificate of completion.
- 4. **All air** and bulk sampling conducted for this project.
- 5. **All final** air clearance data.
- 6. **All** perimeter samples.
- 7. **Copies of training certificates** for all personnel engaged in this abatement work.
- 8. **Copies of respirator fit tests** for all personnel engaged in this abatement work.
- 9. **Copies** of the OSHA required asbestos and respirator medical clearances for all personnel engaged in this abatement work.

10. **The final report** shall include an executive summary. The executive summary must show:
 - a. *A summary* of the work done.
 - b. *A statement* that all personnel conducting this abatement operation had all required training and were medically cleared to perform this type of work in accordance with OSHA, EPA regulations and all State and Local laws, rules and regulations.
 - c. *The executive summary* must also show that all final air samples results were below the limits established by EPA, the District of Columbia, and this specification and declare the area ready for re-occupancy.
 - d. *Describe* the type, application, and quantity of asbestos containing materials removed by the contractor.
 - e. *Include all copies* of the final air and bulk sampling as performed by a third party.
 - f. *Indicate* that all building systems disturbed by the contractor during the work under the contract have been reinstalled and are in working order.

1.5 CONTRACTOR RESPONSIBILITY:

- A. **The Contractor** shall assume full responsibility and liability for compliance with all applicable Federal, State, and local regulations pertaining to the protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State, and local regulations, and shall hold the government harmless for failure to comply with any applicable safety or health regulation on the part of himself, his employees, or his subcontractors.
- B. **The Contractor shall** secure all necessary permits in conjunction with asbestos removal, hauling and disposition and provide timely notification of such actions, as may be required by federal, state, regional, and local authorities. For this project, ensure that notification to the Regional Office of the EPA and the District of Columbia is made, and provide copies of the notification to the AOC/SOHB 10 days prior to the commencement of the work. Provide notification in accordance with 40 CFR 61.22(d)(1).
- C. **The Contractor** shall inform the affected building Superintendent and the AOC/SOHB not less than thirty five (35) days prior to commencement of the asbestos abatement, of the health or safety factors that necessitate the asbestos abatement and procedures that will be taken to protect the health, safety, and possessions of the building occupants.
- D. **Site Security:**
 1. **Regulated area** access is to be restricted only to authorized, trained/accredited and protected personnel. These may include the Abatement Contractor's employees, employees of Subcontractors, AOC employees and representatives, State and local inspectors, and any other designated individuals. A list of authorized personnel shall

be established prior to commencing the project and be posted in the clean room of the decontamination unit.

2. **Entry into** the regulated area by unauthorized individuals shall be reported immediately to the Competent Person.
3. **A log book** shall be maintained in the clean room of the decontamination unit. Anyone who enters the regulated area must record their name, affiliation, time in, and time out for each entry.
4. **Access to the** regulated area shall be through a single decontamination unit. All other access (doors, windows, hallways, etc.) shall be sealed or locked to prevent entry to or exit from the regulated area. The only exceptions for this requirement are the waste load-out area which shall be sealed except during the removal of containerized asbestos waste from the regulated area, and emergency exits. Emergency exits shall not be locked from the inside, however, they shall be sealed with poly sheeting and taped until needed.
5. **The Abatement Contractor's** Competent Person shall control site security during abatement operations in order to isolate work in progress and protect adjacent personnel. Containment shall be locked out when the competent person leaves the site. The entrance to the regulated area requires all entrants to be logged in/out so that only authorized personnel are allowed entrance.
6. **The Abatement Contractor** will have the AOC's assistance in notifying adjacent personnel of the presence, location, and quantity of ACM in the regulated area and enforcement of restricted access by the AOC's employees.
7. **The Abatement Contractor** shall provide plans to secure the regulated area during non-working hours.

E. Emergency Action Plan and Arrangements:

1. **An Emergency Action Plan** shall be developed by the Abatement Contractor prior to commencing abatement activities and shall be agreed to by the Abatement Contractor and the AOC. The Plan shall meet the requirements of 29 CFR 1910.38 (a);(b).
2. **Emergency procedures** shall be in written form and prominently posted in the clean room and equipment room of the decontamination unit. Everyone, prior to entering the regulated area, must read and sign these procedures to acknowledge understanding of the regulated area layout, location of emergency exits and emergency procedures.
3. **Emergency planning** shall include written notification of police, fire, and emergency medical personnel of planned abatement activities; work schedule and layout of regulated area, particularly barriers that may affect response capabilities.
4. **Emergency planning** shall include consideration of fire, explosion, hazardous atmospheres, electrical hazards, slips/trips and falls, fiber release episodes, confined spaces, and heat stress illness. Written procedures addressing emergency situations shall be developed. Employees need to be aware of these procedures.
5. **Employees** shall be trained in regulated area/site evacuation procedures in the event of workplace emergencies.
 - a. **For non life-threatening** situations - employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance

- from fellow workers, if necessary, before exiting the regulated area to obtain proper medical treatment.
- b. ***For life-threatening*** injury or illness, worker decontamination shall take least priority after measures to stabilize the injured worker, remove them from the regulated area, and secure proper medical treatment.
- 6. **Telephone numbers** of all emergency response personnel shall be prominently posted in the clean room, along with the location of the nearest telephone.
 - 7. **The Emergency Action Plan** shall provide for a contingency plan in the event that an incident occurs that may require the modification of the standard operating procedures during abatement. Such incidents include, but are not limited to, fire; accident; power failure; negative pressure failure; and supplied air system failure. The Abatement Contractor shall detail procedures to be followed in the event of an incident assuring that work is stopped and wetting is continued until correction of the problem.

1.6 PROJECT/SITE CONDITIONS:

- A. **Means of Egress:** Establish and maintain emergency and fire exits from the work area.
- B. **Environmental Conditions to be Maintained:** Normal environmental conditions (heat, light, air conditioning) must be maintained outside of the work area.
- C. **Decontamination Facilities:** Provide each work area with separate personnel decontamination facility (PDF) and equipment decontamination facilities (EDF). Ensure that the PDF is the only means of ingress and egress to the regulated area and that all equipment, bagged waste, and other material exit the regulated area only through the EDF. See OSHA 29 CFR 1926.1101, Appendix F. The size and location of this facility shall be reviewed by the AOC/SOHB.
 - 1. **General Requirements:** All personnel entering or exiting a regulated area shall follow the requirements of 29 CFR 1926.1101 (j)(1) and these specifications. All equipment and materials must exit the regulated area through the EDF and be decontaminated in accordance with these specifications. Walls and ceilings of the PDF and EDF must be constructed of a minimum of 2 layers of 6 mil, clear/opaque/black/white fire retardant polyethylene sheeting and be securely attached to existing building components and/or an adequate temporary framework. A minimum of 2 layers of 6 mil poly shall also be used to cover the floor under the EDF and PDF units. Construct doors so that they overlap and secure to adjacent surfaces. Weigh sheets with layers of duct tape so that they close quickly after release. Put arrows on sheets so they show direction of travel and overlap. Construct a solid barrier on the occupied side(s) to protect the sheeting if the area adjacent to the abatement is occupied,.
 - 2. **Temporary Facilities to the PDF and EDF:** The Competent Person shall provide temporary water service connections to the EDF and PDF. Water supply must be of adequate pressure and meet requirements of 29 CFR 1910.141(d)(3). Provide adequate temporary electric power with ground fault protection and overhead wiring in the EDF and PDF. Provide a sub-panel for all temporary power in the clean room. Provide

adequate lighting to maintain a minimum of 50 foot candles in the EDF and PDF. Provide temporary heat to maintain 70 deg F throughout the PDF and EDF except the shower of the PDF shall be maintained at 75 deg F.

3. **Personnel Decontamination Facility (PDF):** The Competent Person shall provide a PDF consisting of shower room which is contiguous to a clean room and equipment room. The PDF must be sized to accommodate the number of personnel scheduled for the project. The shower room, located in the center of the PDF, shall be fitted with as many portable showers as necessary to insure all employees can complete the entire decontamination procedure within 15 minutes. The PDF shall be constructed of opaque poly for privacy. The PDF shall be constructed to eliminate any parallel routes of egress without showering.
4. **Clean Room:** The clean room must be visually separated from the rest of the building to protect the privacy of personnel changing clothes. The clean room shall be constructed of at least 2 layers of 6 mil fire retardant poly to provide an air tight room. Provide a minimum of 2 flapped doorways 3 feet wide. One doorway shall be the entry from outside the PDF and the second doorway shall be to the shower room of the PDF. The floor of the clean room shall be maintained in a clean, dry condition. Shower overflow shall not be allowed into the clean room. All surfaces in the clean room shall be disinfected twice after each shift change. An adequate supply of disposable towels and disposable protective clothing shall be present in the clean room. Provide up to 2 storage lockers per person. A portable fire extinguisher, Type ABC, shall be provided in accordance with OSHA and NFPA Standard 10. All persons entering the regulated area shall remove all street clothing in the clean room and dress in disposable protective clothing and respiratory protection. Any person entering the clean room does so either from the outside with street clothing on or is coming from the shower room without clothing or with bathing suits and thoroughly washed. Ensure that females, who are required to enter the regulated area be ensured of their privacy throughout the entry/exit process by posting guards at both entry points to the PDF so no male can enter or exit the PDF during her stay in the PDF.
5. **Shower Room:** The Competent Person shall assure that the shower room is a completely water tight compartment to be used for the movement of all personnel from the clean room to the equipment room and for the showering of all personnel going from the regulated area to the clean room. Each shower shall be constructed so water runs down the walls of the shower and into a drip pan. Install a freely draining smooth floor on top of the shower pan. The shower room shall be separated from the rest of the building and from the clean room and equipment room using air tight walls made from at least 2 layers of 6 mil fire retardant poly. The shower shall be equipped with a shower head and controls, hot and cold water, drainage, soap dish and continuous supply of soap, and shall be maintained in a sanitary condition throughout its use. The controls shall be arranged so an individual can shower without assistance. Provide a flexible hose shower head. Waste water will be pumped to a drain after being filtered through a minimum of a 100 micron sock in the shower drain; a 20 micron filter; and a final 5 micron filter. Filters will be changed a minimum of daily or more often as needed. Filter changes must be done in the shower to prevent loss of contaminated water. Hose down all shower surfaces after each shift and clean any debris from the shower pan. Residue is to be disposed of as asbestos waste.

6. **Equipment Room:** The Competent Person shall provide an equipment room which shall be an air tight compartment for the storage of work equipment, reusable footwear and for use as a change station for personnel exiting the regulated area. The equipment room shall be separated from the regulated area by a minimum 3 foot wide door made of three layers of 6 mil fire retardant poly. The equipment room shall be separated from the regulated area, the shower room and the rest of the building by air tight walls and ceiling constructed of a minimum of 2 layers of 6 mil fire retardant poly. If the airborne level of asbestos in the regulated area is expected to exceed 0.5 f/cc, add an additional air-lock between the equipment room and the regulated area. Damp wipe all surfaces of the equipment room after each shift change. Provide an additional loose layer of 6 mil fire retardant poly per shift change and remove this layer after each shift. Provide a temporary electrical sub-panel in this room to accommodate any power tools and equipment used in the regulated area.
7. **PDF construction shall be:** Clean room at the entrance followed by a shower room followed by an equipment room leading to the regulated area. Each doorway in the PDF is minimum of double flaps of 6 mil fire retardant poly.
8. **Equipment Decontamination Facility (EDF):** The Competent Person shall provide an EDF consisting of a wash room, and clean room for removal of equipment and material from the regulated area. Personnel shall not enter or exit the EDF except in the event of an emergency. Clean debris and residue in the EDF daily. All surfaces in the EDF shall be wiped/hosed down after each shift and all debris shall be cleaned from the shower pan. The EDF shall consist of the following:
 - a. **Wash Down Station:** Provide an enclosed shower unit in the regulated area just outside the Wash Room as an equipment bag and container cleaning station.
 - b. **Wash Room:** Provide a wash room for cleaning of bagged or containerized asbestos containing waste materials passed from the regulated area. Construct the wash room using materials selected and furnished by the Abatement Contractor and 2 layers of 6 mil fire retardant poly. Locate the wash room so that packaged materials, after being wiped clean, can be passed to the Holding Room. Doorways in the wash room shall be constructed of two layers of 6 mil fire retardant poly.
 - c. **Holding Room:** Provide a holding room as a drop location for bagged materials passed from the wash room. Construct the holding room using materials selected and furnished by the Abatement Contractor and 2 layers of 6 mil fire retardant poly. The holding room shall be located so that bagged material cannot be passed from the wash room to the clean room unless it goes through the holding room. Doorways in the holding room shall be constructed of two layers of 6 mil fire retardant poly.
 - d. **Clean Room:** Provide a clean room to isolate the holding room from the building. Construct the clean room using materials selected and furnished by the Abatement Contractor and 2 layers of 6 mil fire retardant poly. The clean room shall be located so as to provide access to the holding room from the building. Doorways to the clean room shall be constructed of two layers of 6 mil fire retardant poly. When a negative pressure differential system is used, a rigid

- enclosure separation between the EDF clean room and the adjacent areas shall be provided.
- e. **EDF construction shall be:** Wash Room leading to a Holding Room followed by a Clean Room leading to the building.
9. **Equipment Decontamination Procedures:** At wash down station in the regulated area, thoroughly wet clean contaminated equipment and/or sealed polyethylene bags and pass into Wash Room after visual inspection. When passing anything into the Wash Room, close all doorways of the EDF, other than the doorway between the wash down station and the Wash Room. Keep all outside personnel clear of the EDF. Once inside the Wash Room, wet clean the equipment and/or bags. Close all doorways except the doorway between the Holding Room and the Clean Room. Workers from the Clean Room/Exterior shall enter the Holding Room and remove the decontaminated/cleaned equipment/bags for removal and disposal. These personnel shall wear full protective clothing and appropriate respirators. At no time shall personnel from the clean side be allowed to enter the Wash Room.
- D. **Access to Work Area:** Only approved personnel are authorized access to the work area. Once asbestos removal has started, access to the abatement work area by non-approved personnel is not permitted unless authorized by the AOC/SOHB representative, the Project CIH or the competent person. Access to work areas shall always be through decontamination areas. No employee shall be allowed to wear a respirator unless a physician has determined they are capable of doing so and has issued a written opinion for that person. All personnel wearing respirators shall have a current qualitative/quantitative fit test which was conducted in accordance with 29 CFR 1910.134 (f) and Appendix A. Fit tests shall be done for PAPRs with the blower off. The Competent Person shall assure that the positive/negative fit check is done each time the respirator is donned by an employee. Head coverings must cover respirator head straps. Any situation that prevents an effective face piece to face seal as evidenced by failure of a fit check shall preclude that person from wearing a respirator until resolution of the problem. The Project CIH shall review work area air samples and make adjustments for the type of respiratory protection required. All personnel in the regulated area shall not be allowed to eat, drink, smoke, chew tobacco or gum, apply cosmetics, or in any way interfere with the fit of their respirator. The following personnel shall have access to work area with the established respiratory protection:
1. The AOC/SOHB will provide a list of AOC employees, who are authorized access to the abatement area.
 2. OSHA Inspectors.
 3. EPA Inspectors.
 4. DC Inspectors.
 5. Approved Contractor personnel.
- E. **Protective Clothing:** Provide boots, booties, hard hats, goggles, clothing, respirators and any other personal protective equipment as determined by conducting the hazard assessment required by OSHA in 29 CFR 1910.132 (d). Provide all personnel entering the regulated area with disposable full body coveralls, disposable head covering, and 18 inch boot coverings. The Competent Person shall ensure the integrity of personal protective equipment worn for

- the duration of the project. Provide plastic/rubber disposable gloves for hand protection. Cloth type gloves may be worn under plastic/rubber gloves, but cannot be used alone. Duct tape shall be used to secure all suit sleeves to wrists and to secure foot coverings at the ankle. The contractor shall provide daily, five sets of protective clothing for use by visiting authorized personnel.
- F. **Regulated Area Entry Procedure:** Worker protection shall meet the most stringent requirement. The Competent Person shall ensure that each time workers enter the regulated area, they remove ALL street clothes in the clean room of the decontamination unit and put on new disposable coveralls, head coverings, a clean respirator, and then proceed through the shower room to the equipment room where they put on non-disposable required personal protective equipment.
- G. **Decontamination Procedure - PAPR:** The Competent Person shall require all personnel to adhere to following decontamination procedures whenever they leave the regulated area.
1. **When exiting** the regulated area, remove disposable coveralls, and ALL other clothes, disposable head coverings, and foot coverings or boots in the equipment room.
 2. **Proceed to the** shower with respirator but without clothing or with bathing suit. Showering is MANDATORY. Care must be taken to follow reasonable procedures in removing the respirator to avoid damaging filters while showering. The following procedure is required as a minimum:
 - a. **Thoroughly wet** body including hair and face. If using a PAPR, hold blower and battery above head to keep filters dry.
 - b. **With respirator** still in place, thoroughly decontaminate body, hair, respirator face piece, and all other parts of the respirator except the blower and battery pack on a PAPR. Pay particular attention to cleaning the seal between the face and respirator face piece and under the respirator straps.
 - c. **Take a deep breath**, hold it and/or exhale slowly, completely wetting hair, face, and respirator. While still holding breath, remove the respirator and hold it away from the face before starting to breathe.
 3. **Carefully decontaminate** the face piece of the respirator inside and out. If using a PAPR, shut down using the following sequence: a) first cap inlets to filters; b) turn blower off to keep debris collected on the inlet side of the filter from dislodging and contaminating the outside of the unit; c) thoroughly decontaminate blower and hoses; d) decontaminate battery pack with a damp rag. (Note: THIS PROCEDURE IS NOT A SUBSTITUTE FOR RESPIRATOR CLEANING!).
 4. **Shower and** wash body completely with soap and water. Rinse thoroughly.
 5. **Rinse shower** room walls and floor to drain prior to exiting.
 6. **Proceed from** shower to clean room; dry off and change into street clothes or into new disposable work clothing.
- H. **Decontamination Procedure - Air Purifying, Negative Pressure Respirator:** The Competent Person shall require all personnel use the following decontamination procedures,

as a minimum, whenever leaving the regulated area with a full face, HEPA filtered respirator:

1. **When exiting** the regulated area, remove disposable coveralls and ALL other clothes, disposable head coverings, and disposable foot coverings or boots in the equipment room.
2. **Still wearing** the respirator and completely naked, proceed to the shower, which is mandatory. Care must be taken to follow reasonable procedures in removing the respirator and filters to avoid asbestos fibers while showering. The following procedure is required, as a minimum:
 - a. **Thoroughly wet** body from neck down. Wet hair as thoroughly as possible without wetting the respirator filter.
 - b. **Take a deep** breath, hold it and/or exhale slowly, complete wetting of hair, thoroughly wetting face, respirator and filter(s). While still holding breath, remove respirator and hold it away from face before starting to breathe.
3. **Dispose of** wetted filters from respirator.
4. **Carefully decontaminate** respirator face piece and respirator inside and out. (NOTE: THIS IS NOT A SUBSTITUTE FOR RESPIRATOR CLEANING!).
5. **Shower and wash** body completely with soap and water. Rinse thoroughly.
6. **Rinse shower** room walls and floor to drain prior to exiting.
7. **Proceed from** shower room to clean room and change into street clothes or into new disposable work clothes.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT:

- A. **General Requirements (All Abatement Projects):** All equipment, including protective clothing and respirators, used in the execution of this contract and provided to visitors to the site, shall be approved by the Project CIH and shall comply with ASTM E 849 and with the applicable Federal, State, and local regulations. Respirators shall conform to the OSHA requirements in 29 CFR 1910.134 and 29 CFR 1926.1101, except that single use and disposable respirators shall not be used. Type of respirators required shall be as specified by the Project CIH. If any air sampling indicates levels above 0.1 fibers per cubic centimeter or "too dirty to count", powered air or supplied air (type C) respirators shall be required during actual removal operations. Prior to the start of work, the abatement contractor shall provide and maintain a sufficient quantity of materials and equipment to assure continuous and efficient work throughout the duration of the project. Work shall not start unless the following items have been delivered to the site and the CIH has submitted verification to the AOC's representative to this effect.
 1. **All materials** shall be delivered in their original package, container or bundle bearing the name of the manufacturer and the brand name (where applicable).

2. **Store all materials** subject to damage off the ground, away from wet or damp surfaces and under cover sufficient enough to prevent damage or contamination. Flammable materials cannot be stored inside buildings. Replacement materials shall be stored outside of the regulated/work area until abatement is completed.
3. **The Abatement Contractor** shall not block or hinder use of buildings by staff and visitors to the AOC in partially occupied buildings by placing materials/equipment in any unauthorized place.
4. **The Competent Person** shall inspect for damaged, deteriorating or previously used materials. Such materials shall not be used and shall be removed from the work site and disposed of properly.
5. **Polyethylene sheeting** for walls in the regulated area shall be a minimum of 6-mil thick. For floors and all other uses, sheeting of at least 6-mil thickness shall be used in widths selected to minimize the frequency of joints. Fire retardant poly shall be used throughout.
6. **The method of** attaching polyethylene sheeting shall be agreed upon in advance by the Contractor and the AOC and selected to minimize damage to equipment and surfaces. Method of attachment may include any combination of moisture resistant duct tape or other waterproof tape, furring strips, spray glue, staples, nails, screws, lumber and plywood for enclosures or other effective procedures capable of sealing polyethylene to dissimilar finished or unfinished surfaces under both wet and dry conditions (including the use of amended water).
7. **Polyethylene sheeting** utilized for personnel decontamination facility shall be opaque white or black in color, 6 mil fire retardant poly.
8. **Installation and plumbing hardware**, showers, hoses, drain pans, sump pumps and waste water filtration system shall be provided.
9. **An adequate number** of negative pressure units capable of providing a minimum of 4 air changes per hour in the regulated area while maintaining minus 0.02 inch water column shall be used. Two (2) additional negative pressure units shall be available to replace any malfunctioning unit.
10. **An adequate number** of HEPA vacuums, air sampling pumps and loaded filter cassettes, supplied air system, if used, providing Grade D breathing air with respirators and air lines sufficient for personnel, pressure differential gauge and recording capability shall be provided.
11. **An adequate number** of scrapers, sprayers, nylon brushes, brooms, disposable mops, rags, sponges, staple guns, shovels, ladders and scaffolding of suitable height and length as well as meeting OSHA requirements, fall protection devices, water hose to reach all areas in the regulated area, airless spray equipment, and any other tools, materials or equipment required to conduct the abatement project. All electrically operated hand tools, equipment, electric cords shall be equipped with ground-fault circuit protection.
12. **Special protection** for objects in the regulated area shall be detailed (e.g., plywood over carpeting or hardwood floors to prevent damage from scaffolds and falling material).
13. **6 mil disposal** bags for asbestos waste shall be pre-printed with labels and markings as required by OSHA, EPA.

14. **Impermeable asbestos** disposal drums shall be metal or fiberboard with locking ring tops with required OSHA, EPA and DOT labels and markings.
 15. **The AOC shall be** provided a copy of the MSDS as required for all hazardous chemicals including encapsulants under OSHA 29 CFR 1910.1200 - Hazard Communication. Methylene chloride shall not be used with any spray adhesive or other product.
 16. **DANGER signs**, as many and as required by OSHA 29 CFR 1926.1101(k)(7), shall be provided and placed by the Competent Person. All other posters and notices required by Federal and State regulations shall be posted in the Clean Room.
 17. **Adequate respirators**, disposable protective clothing, hard hats, goggles, gloves and footwear for the project and number of personnel/shifts shall be provided. All personal protective equipment issued must be based on a hazard assessment conducted under 29 CFR 1910.132(d).
- B. **Negative Pressure Filtration System:** The Abatement Contractor shall provide enough HEPA negative air machines to completely exchange the regulated area air volume 4 actual times per hour. The Competent Person shall determine the number of units needed for each regulated area by dividing the cubic feet in the regulated area by 15 and then dividing that result by the actual cubic feet per minute (cfm) for each unit to determine the number of units needed to effect 4 air changes per hour and maintain -.02 inches of negative pressure. Provide a standby units in the event of machine failure and/or emergency in an adjacent area.
- C. **Negative Air Machines (HEPA Units):**
1. **Negative Air Machine Cabinet:** The cabinet shall be constructed of steel or other durable material capable of withstanding potential damage from rough handling and transportation. The width of the cabinet shall be less than 30 inches in order to fit in standard doorways. The cabinet must be factory sealed to prevent asbestos fibers from being released during use, transport, or maintenance. Any access to and replacement of filters shall be from the inlet end. The unit must be on casters or wheels.
 2. **Negative Air Machine Fan:** The fan rating must provide the air-moving capacity under actual operating conditions. Manufacturer's typically use "free-air" (no resistance) conditions when rating fans. The fan must be a centrifugal type fan.
 3. **Negative Air Machine Final Filter:** The final filter shall be a HEPA filter. The filter media must be completely sealed on all edges within a structurally rigid frame. The filter shall align with a continuous flexible gasket material in the negative air machine housing to form an air tight seal. Each HEPA filter shall be individually tested and certified by the manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.3 mm dioctylphthalate (DOP) particles. Testing shall have been done in accordance with Military Standard MIL-STD-282 and Army Instruction Manual 136-300-175A. Each filter must bear a UL586 label to indicate ability to perform under specified conditions. Each filter shall be marked with the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.
 4. **Negative Air Machine Pre-filters:** The pre-filters, which protect the final HEPA filter by removing larger particles, are required to prolong the operating life of the HEPA

filter. Two stages of pre-filtration are required. A first stage pre-filter shall be a low efficiency type for particles 10 microns or larger. A second stage pre-filter shall have a medium efficiency effective for particles down to 5 microns or larger. Pre-filters shall be installed either on or in the intake grid of the unit and held in place with a special housing or clamps.

5. **Negative Air Machine Instrumentation:** Each unit must be equipped with a gauge to measure the pressure drop across the filters and to indicate when filters have become loaded and need to be changed. A table indicating the cfm for various pressure readings on the gauge shall be affixed near the gauge for reference or the reading shall indicate at what point the filters shall be changed, noting cfm delivery at that point. The unit must have an elapsed time meter to show total hours of operation.
6. **Negative Air Machine Safety and Warning Devices:** An electrical/ mechanical lockout must be provide to prevent the fan from being operated without a HEPA filter. Units must be equipped with an automatic shutdown device to stop the fan in the event of a rupture in the HEPA filter or blockage in the discharge of the fan. Warning lights are required to indicate normal operation; too high a pressure drop across filters; or too low of a pressure drop across filters.
7. **Negative Air Machine Electrical:** All electrical components shall be approved by the National Electrical Manufacturer's Association (NEMA) and Underwriter's Laboratories (UL). Each unit must be provided with overload protection and the motor, fan, fan housing, and cabinet must be grounded. In addition, all negative air machines must carry certification from a laboratory participating in OSHA's Nationally Recognized Testing Laboratory Program with the certification label affixed to its outer cabinet.

D. HEPA Vacuums

1. **All HEPA vacuums:** All electrical components shall be approved by the National Electrical Manufacturer's Association (NEMA) and Underwriter's Laboratories (UL). Each unit must be provided with overload protection and the motor and housing must be grounded.
- B. **Testing of the HEPA Filtered vacuum HEPA filter:** The vacuum filter shall be a HEPA filter. The filter media must be completely sealed on all edges within a structurally rigid frame. The filter shall align with a continuous flexible gasket material in the HEPA vacuum housing to form an air tight seal. Each HEPA filtered vacuum shall be individually tested and certified to have an efficiency of not less than 99.97 percent when challenged with 0.3 mm dioctylphthalate (DOP) particles. Testing shall have been done in accordance with Military Standard MIL-STD-282 and Army Instruction Manual 136-300-175A. Each filter must bear a UL586 label to indicate ability to perform under specified conditions. Each filter shall be marked with the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.

2.2 ENCAPSULATING MATERIALS:

- A. **Types of Encapsulant:** The following four types of encapsulant must comply with performance requirements as stated in "Performance Requirements":
1. Removal encapsulant - used as a wetting agent to remove ACM.
 2. Bridging encapsulant - provides a tough, durable coating on ACM.
 3. Penetrating encapsulant - penetrates/encapsulates ACM at least 13 mm (1/2").
 4. Lock down encapsulant - seals microscopic fibers on surfaces after ACM removal.
- B. **Performance Requirements:** Encapsulant shall meet the latest requirements of EPA; shall not contain toxic or hazardous substances; or solvents; and shall comply with the following performance requirements:
1. **General Requirements** for all encapsulants:
 - a. **ASTM E84:** Flame spread of 25; smoke emission of 50.
 - b. **University of Pittsburgh Protocol:** Combustion Toxicity; zero mortality.
 - c. **ASTM C732:** Accelerated Aging Test; Life Expectancy 20 years.
 - d. **ASTM E96 Permeability:** Minimum of 0.4 perms.
 2. **Bridging/Penetrating Encapsulant:**
 - a. **ASTM E736 Cohesion/Adhesion Test:** 24 kPa (50 lbs/ft²).
 - b. **ASTM E119 Fire Resistance:** 3 hours (Classified by UL for use on fibrous or cementitious fireproofing).
 - c. **ASTM D2794 Gardner Impact Test; Impact Resistance:** Minimum 11.5 kg-mm (43 in/lb).
 - d. **ASTM D522 Mandrel Bend Test; Flexibility:** No rupture or cracking.
 3. **Lock down Encapsulant:**
 - a. **ASTM E119 Fire resistance:** 3 hours (tested with fireproofing over encapsulant applied directly to steel member).
 - b. **ASTM E736 Bond Strength:** 48 kPa (100 lbs/sq. ft.) (test compatibility with cementitious and fibrous fireproofing).
 - c. **In certain situations,** encapsulant may have to be applied to hot pipes or equipment. The encapsulant shall be able to withstand high temperatures without cracking or off-gassing any noxious vapors during application.
 4. **The Project CIH** shall review and recommend approval for all encapsulating materials used under this contract, prior to submitting them to Architect for review, and prior to their use on site. Encapsulating materials (sealants) shall meet the latest requirements of the Environmental Protection Agency (EPA) and shall possess the characteristics outlined in paragraphs "Types of Encapsulant" and "Performance Requirements" above and the following:

- a. **Adherence:** The sealant eliminates fiber dispersal by adhering to the fibrous substrate with sufficient penetration to prevent separation of the sealant from the sprayed asbestos material.
 - b. **Impact Penetration:** It withstands impact and penetration, protects the enclosed sprayed asbestos material, and it must not cause separation of sprayed asbestos material from its original substrate.
 - c. **Flexibility:** It possesses enough flexibility to accommodate atmospheric changes and settling of the structure over time.
 - d. **Resistance to Smoke and Flame:** It shall have high flame retardant characteristics and a low toxic fume and smoke emission rating.
 - e. **Ease of Application:** It must be easily applied with relative insensitivity to errors in preparation or application. Ease of repair by routine maintenance personnel is desirable.
 - f. **Toxicity:** The sealant must be neither noxious nor toxic to application workers and structure users thereafter.
 - g. **Permeability:** It should have some permeability to water vapor to prevent condensation accumulation be resistant to common cleaning agents.
 - h. **Stability:** It shall have suitable stability to weathering and aging.
- C **Guarantee.** Guarantee encapsulating materials in accordance with Guarantee clause of the General Conditions.

PART 3 - EXECUTION

3.1 PREPARATION:

- A. **Isolate the Work Area:** Place all tools, scaffolding, materials and equipment needed for working in the regulated area prior to erecting any plastic sheeting. Remove all uncontaminated removable furniture, equipment, and supplies from the regulated area before commencing work, or completely cover with two layers of 6-mil fire retardant poly sheeting and secure with duct tape. Lock out and tag out any HVAC systems in the regulated area. Seal off the perimeter to the regulated area to completely isolate the regulated area from adjacent spaces. All surfaces in the regulated area must be covered to prevent contamination and to facilitate clean-up. Should adjacent areas become contaminated, immediately stop work and clean up the contamination at no additional cost to the Government. Provide firestopping and identify all fire barrier penetrations.
- B. **Critical Barriers:** Completely separate the regulated area from adjacent areas using fire retardant poly at least 6 mils thick and duct tape. Individually seal with two layers of 6 mil poly and duct tape all HVAC openings into the regulated area. Individually seal all lighting fixtures, clocks, doors, windows, convectors, speakers, or any other objects or openings in the regulated area. Use care with hot/warm surfaces.
- C. **Primary Barriers:** Clean all furniture, equipment, etc., with HEPA vacuum and wet cleaning prior to being moved or covered. Clean all surfaces in the regulated area with the

HEPA vacuum and wet wiping before installing poly sheeting. Cover the regulated area with two layers of 6 mil fire retardant poly on the floors and two layers of 6 mil fire retardant poly on the walls, unless otherwise directed in writing by the AOC's representative. Floor layers must form a right angle with the wall and turn up the wall at least 300 mm (12 inches). Seams must overlap at least 1800 mm (6 feet) and must be spray glued and taped. Install sheeting so that layers can be removed independently from each other. Mechanically support and seal with duct tape and glue all wall layers.

1. **Stairs and Ramps:** If stairs and ramps are covered with 6 mil plastic, two layers must be used. Provide 19 mm (3/4") exterior grade plywood treads held in place with duct tape/glue on the plastic. Do not cover rungs or rails with any isolation materials.
 2. **Carpeted Floors:** Carpeting shall be covered with three layers of 6 mil poly. Corrugated cardboard sheets or a ridge material approved by the AOC must be placed between the top and middle layers of the poly.
 3. **Elevators:** Any elevator walls, floor, and ceiling must be covered with 2 layers of 6 mil fire retardant poly. The elevator door must be in a positively pressurized area outside the clean room of the Decontamination unit. At completion of the abatement work, the elevator must be cleaned as per this section.
- D. **Secondary Barriers:** A loose layer of 6 mil poly shall be used as a drop cloth to protect the primary layers from debris generated during the abatement. This layer shall be replaced at the end of each work shift or as needed during the work.
- E. **Extension of the Regulated Area:** If the enclosure of the regulated area is breached in any way that could allow contamination to occur, the affected area shall be included in the regulated area and constructed as per this section. If the affected area cannot be added to the regulated area, decontamination measures must be started immediately and continue until air monitoring indicates levels outlined in "Asbestos Control Area" for outside the work area, above, are met.
- F. **Firestop Requirements:** Through penetrations caused by cables, cable trays, pipes, sleeves must be firestopped with a fire-rated firestop system providing an air tight seal. Firestop materials that are not equal to the wall or ceiling penetrated shall be brought to the attention of the AOC Fire Protection Division. The contractor shall list all areas of penetration, the type of sealant used, and whether or not the location is fire rated. Any discovery of penetrations during abatement process shall immediately be brought to the attention of the AOC Fire Protection Division. All walls, floors and ceilings are considered fire rated unless otherwise determined by the AOC Fire Protection Division. Any visible openings whether or not caused by a penetration shall be reported by the contractor to the AOC Fire Protection Division for a sealant system determination. For firestops, contact the AOC Fire Protection Division for the opening size, penetration, and fire rating requirements.
- G. **Pressure Differential:** The fully operational negative air system within the regulated area shall continuously maintain a pressure differential of minus 0.02 inch water column. Before any disturbance of any asbestos material, this shall be demonstrated to the AOC by use of a pressure differential meter/manometer as required by OSHA 29 CFR 1926.1101(e)(5)(i).

- The Competent Person shall be responsible for providing and maintaining the negative pressure and air changes as required by OSHA and this specification. In any AOC-occupied building or facility, the abatement contractor is responsible for providing twenty four (24) hour, seven (7) days a week observation of the negative pressure air system once asbestos removal starts. This observation shall continue until final air clearance criteria are met. The suspension of this requirement can only be approved by the AOC/SOHB. Instructions to be followed during the observations will be outlined during the CIH pre-abatement coordination meeting specified in Part 1 above.
- H. **Monitoring:** The pressure differential shall be continuously monitored and recorded between the regulated area and the area outside the regulated area with a monitoring device that incorporates a strip chart recorder. The strip chart recorder shall become part of the project log and shall indicate at least minus 0.02 inch water column for the duration of the project.
- I. **Supplemental Make-up Air Inlets:** Provide, as needed for proper air flow in the regulated area, in a location approved by the Project CIH, by making openings in the plastic sheeting to allow outside air to flow into the regulated area. Auxiliary makeup air inlets must be located as far from the negative air machines as possible, off the floor near the ceiling, and away from the barriers that separate the regulated area from the occupied clean areas. Cover the inlets with weighted flaps which will seal in the event of failure of the negative pressure system. The flap must be sprayed with adhesive to assure sealing if it closes.
- J. **Testing the System:** The negative pressure system must be tested before any ACM is disturbed in any way. After the regulated area has been completely prepared, the decontamination units set up, and the negative air machines installed, start the units up one at a time. Demonstrate the operation and testing of the negative pressure system to the AOC/SOHB using smoke tubes and a negative pressure gauge to document the negative pressure and air flow. Testing must also be done at the start of each work shift.
- K. **Demonstration of the Negative Air Pressure System:** The demonstration of the operation of the negative pressure system to the AOC/SOHB shall include, but not be limited to, the following:
1. **Plastic barriers** and sheeting move lightly in toward the regulated area.
 2. **Curtains of** the decontamination units move in toward regulated area.
 3. **There is a** noticeable movement of air through the decontamination units. Use the smoke tube to demonstrate air movement from the clean room to the shower room to the equipment to the regulated area.
 4. **Use smoke tubes** to demonstrate air is moving air across all areas in which work is to be done. Use a differential pressure gauge to indicate a negative pressure of at least minus 0.02 inch across every barrier separating the regulated area from the rest of the building. Modify the system as necessary to meet the above requirements.
- L. **Use of the Negative Pressure System During Abatement Operations:**

1. **Start units before** beginning any disturbance of ACM occurs. After work begins, the units shall run continuously, maintaining a minimum of 4 actual air changes per hour at a negative pressure differential of minus 0.02 inch water column, for the duration of the work until a final visual clearance and final air clearance has been completed.
 2. **The negative air** machines shall not be shut down at any time during the duration of the project unless it has been authorized by the AOC/SOHB.
 3. **Abatement work shall** begin at a location farthest from the units and proceed toward them. If an electric failure occurs, the Competent Person shall stop all abatement work and immediately begin wetting all exposed asbestos materials for the duration of the power outage. Abatement work shall not resume until power is restored and all necessary units are operating properly again.
 4. **The negative air** machines shall continue to run after all work is completed and until a final visual clearance and a final air clearance has been completed for that regulated area.
- M. **Dismantling the System:** After completion of the final visual and final air clearance has been obtained, the units may be shut down. The units shall have been completely decontaminated, all pre-filters removed and disposed of as asbestos waste, and the unit inlet and outlet sealed with 2 layers of 6 mil poly.
- N. **Before the work is begun,** clean all removable items and equipment. Remove them from the work area and store as directed.
- O. **Cover all non-removable items** and equipment in the work area with six (6) mil flame retardant plastic sheeting taped securely in place.
- P. **When specified,** remove all heating, ventilation, and air conditioning system filters, pack them in sealable double approved disposal bags or containers for disposal in the approved waste disposal site and replace them with new filters upon completion of abatement. Openings created by the removal of HVAC filters shall be sealed using 6 mil plastic sheeting taped securely in place, prior to start of work.
- Q. **Post warning signs:** on the primary containment as required by 29 CFR 1910.1001, 29 CFR 1926.1101, ASTM E 849, as directed by District of Columbia Title 20 DCMR, Section 800 "Control of Asbestos" and as directed by the Architect.
- R. **Obtain Approval of the Finished Primary Containment** from the Project CIH, prior to starting any actual asbestos removal work.

3.2 WORK PROCEDURE:

- A. **General Procedures:** The enclosed work areas shall be defined as an asbestos regulated area and all asbestos worker protection and work practices not addressed in this specification shall be performed in conformance with the general safety and health provisions of 29 CFR 1910.1001, 29 CFR 1910.20, and the construction industry standard for asbestos, 29 CFR 1926.1101, respectively. The Project CIH shall review work area air samples and make

- adjustments for the type of respiratory protection required. For asbestos abatement work, use general work practices, work practices for removal, and work practices for encapsulation as specified in 29 CFR 1926.1101. If a conflict arises, the more stringent application shall apply until a determination is made by the Architect.
- B. **Protective Clothing:** Provide boots, booties, hard hats, goggles, clothing, respirators and any other personal protective equipment as determined by conducting the hazard assessment required by OSHA at 29 CFR 1910.132 (d). Provide all personnel entering the regulated area with disposable full body coveralls, disposable head covering, and 18 inch boot coverings. The Competent Person shall ensure the integrity of personal protective equipment worn for the duration of the project. Provide plastic/rubber disposable gloves for hand protection. Cloth type gloves may be worn under plastic/rubber gloves, but cannot be used alone. Duct tape shall be used to secure all suit sleeves to wrists and to secure foot coverings at the ankle.
- C. **Local Exhaust System:** Provide a local HEPA filtered exhaust system in the asbestos control area. The local HEPA filtered exhaust system shall exhaust to the outside of the building. Local HEPA filtered exhaust equipment must be sufficient to maintain a negative air pressure of 0.02 inch of water anywhere in the asbestos control area. In no case shall the building ventilation system be used as the local exhaust system for asbestos control. Filtering in vacuums and exhaust equipment shall be HEPA filtered equipped and conform to ANSI Z9.2; HEPA filters shall be used in all vacuums and exhaust equipment. NOTE: Approval from the AOC/SOHB is required for all local HEPA filtered exhaust systems that cannot be exhausted directly outside the building. To exhaust an HEPA filtered local exhaust system from an asbestos control area to the inside an AOC building will require the approval of the AOC/SOHB. The HEPA filtered exhaust equipment shall also pass a Dioctylphthalate (DOP) test for HEPA filtered equipment each time a containment that is to be exhausted into the building is erected.
- D. **Controlling Access to the Regulated Area:** Access to the regulated area is allowed only through the personnel decontamination facility (PDF). All other means of access shall be eliminated and OSHA Danger asbestos signs posted as required by OSHA. If the regulated area is adjacent to or within view of an occupied area, provide a visual barrier of opaque fire retardant poly sheeting at least 6 mils thick to prevent building occupant observation. If the adjacent area is accessible to the public, the barrier must be solid and capable of withstanding the negative pressure.
- E. **Coordination of Work of all Trades:** Coordinate the work of all trades to assure that their work is performed in accordance with the applicable regulations and that the asbestos control limits are maintained at all times both inside and outside the asbestos work area.

3.3 WET REMOVAL OF ACM OTHER THAN AMOSITE ASBESTOS

- A. **Adequately and** thoroughly wet the ACM to be removed prior to removal to reduce/prevent fiber release to the air. Adequate time must be allowed for the amended water to saturate the ACM. Abatement personnel must not disturb dry ACM. Use a fine spray of amended water or removal encapsulant. Saturate the material sufficiently to wet to the substrate without causing excessive dripping. The material must be sprayed repeatedly/continuously during

the removal process in order to maintain adequately wet conditions. Removal encapsulant must be applied in accordance with the manufacturer's written instructions. Perforate or carefully separate, using wet methods, any outer covering that is painted or jacketed in order to allow penetration and wetting of the material. Where necessary, carefully remove covering while wetting to minimize fiber release. (Note: In no event shall dry removal occur except when a permit is granted for unavoidable safety hazards.)

B. **If ACM does not wet well with amended water due to coating or jacketing, remove as follows:**

1. **Mist work area** continuously with amended water whenever necessary to reduce airborne fiber levels.
2. **Remove saturated ACM** in small sections. Do not allow material to dry out. As material is removed, place the material, while still wet, into 6-mil poly asbestos waste bags. Twist tightly the bag neck, bend over (gooseneck) and seal with a minimum of three tight wraps of duct tape. Clean/decontaminate the outside of any residue and move to wash down station adjacent to EDF.
3. **Fireproofing or Architectural Finish on Scratch Coat:** Spray with a fine mist of amended water or removal encapsulant. Allow time for saturation to the substrate. Do not over saturate causing excess dripping. Scrape material from substrate. Remove material in manageable quantities and control falling to staging or floor. If the falling distance is over 20 feet (6M), use a drop chute to contain material through descent. Remove residue remaining on the scratch coat after scraping is done using a stiff bristle hand brush. If a removal encapsulant is used, remove residue completely before the encapsulant dries. Re-wet the substrate as needed to prevent drying before the residue is removed.
4. **Fireproofing or Architectural Finish on Wire Lath:** Spray with a fine mist of amended water or removal encapsulant. Allow time to completely saturate the material. Do not over saturate causing excess dripping. If the surface has been painted or otherwise coated, cut small holes as needed and apply amended water or removal encapsulant from above. Cut saturated wire lath into 2 by 6 feet (50 by 150 mm) sections and cut hanger wires. Roll up complete with ACM, cover in burlap and hand place in disposal bag. Do not drop to floor. After removal of lath/ACM, remove any over spray on decking and structure using stiff bristle nylon brushes. Depending on hardness of over spray, scrapers may be needed for removal.
5. **Pipe Insulation:** Remove the outer layer of wrap while spraying with amended water in order to saturate the ACM. Spray ACM with a fine mist of amended water or removal encapsulant. Allow time to saturate the material to the substrate. Cut bands holding pre-formed pipe insulation sections. Slit jacketing at the seams, remove and hand place in a disposal bag. Do not allow dropping to the floor. Remove molded fitting insulation/mud in large pieces and hand place in a disposal bag. Remove any residue on pipe or fitting with a stiff bristle nylon brush. In locations where pipe fitting insulation is removed from fibrous glass or other non-asbestos insulated straight runs of pipe, remove fibrous material at least 6 inches from the point it contacts the ACM.

3.4 **Removed for this project**

3.5 **NEGATIVE PRESSURE GLOVEBAG METHOD OF ASBESTOS REMOVAL:**

- A. **General:** The glovebag method may be used where the total length of asbestos insulation to be removed in a pipe segment between existing ACM insulation to remain does not exceed 3 feet. The glovebag method may not be used for steam, steam condensate return and heating water piping unless the system is inactive or the surface temperature of the pipe is below 140 degrees F. Respiratory protection and disposable clothing are required. Discard clothing in accordance with paragraph Disposal of Friable Asbestos.
- B. **Procedure:** Install the glovebag and negative pressure equipment following all procedures outlined in OSHA's 29 CFR 1926.1101.
- C. **Removal and Disposal of Glovebags:** Removal of glovebags shall be in accordance with 29 CFR 1926.1101. Dispose of glovebags, material, and contaminated equipment in accordance with paragraph Disposal of Friable Asbestos.

3.6 MINI-ENCLOSURE SYSTEM

- A. **General:** A mini-enclosure system is defined as any portable system capable of performing small scale short duration projects equipped with all aspects of a full containment. This includes, but is not limited to the following components: negative air pressure, shower or water-tank facilities, HEPA vacuums, and polyethylene sheeting barriers.
- B. **A mini-enclosure system** may be used when minor disturbances to asbestos-containing ceiling, wall, or floor materials are required and when the ceiling, wall or floor surface is flat and capable of obtaining the required air seal. Mini-enclosures shall not exceed a projected floor area of thirty square feet unless approved by the Architect. This system applies to the following activities:
1. **Removal** of non-asbestos lay-in ceiling panels with asbestos debris on the top ceiling panel surface.
 2. **Removal** of asbestos-containing lay-in or spline ceiling panels.
 3. **Removal** of light fixtures in plaster ceilings to access ceiling spaces.
 4. **Removing** or installation of light fixtures.
 5. **Cutting or channeling** of walls and plaster ceilings (e.g., hanging conduit or other such projects necessitating disturbance to the asbestos surfaces).
 6. **Removal** of asbestos-containing floor tile and mastic.
 7. **Removal** of asbestos-containing duct mastic.
 8. **Removal** of transite asbestos panel boards, baseboard and mastic.
- B. **Procedure:** Utilize a negative pressure mini-enclosure system for this work. This process will follow all procedures outlined in OSHA's 29 CFR 1926.1101. The following steps are to be when performing this work:
1. **Preliminary setup:** Seal all critical barriers (e.g., doors, windows, vents) in the work area. Place OSHA warning signs as necessary facing outward on perimeter doors. Pre-clean area beneath work by wet wiping and HEPA vacuuming. Place drop cloth on surfaces below work and seal it to floor with duct tape. Disconnect, as necessary, the electric and lock out power to breaker. Check and pressurize water within holding tanks and nozzles on the enclosure system. Provide ground-fault protection for other outlets.
 2. **Preliminary Inspection:** Project CIH will inspect area prior to commencement of work. Verify that all preliminary set-up procedures, as stated above, have been completed. Verify that all filters are properly positioned in HEPA vacuums and negative air machines (NAM). Verify all equipment is operating properly. Review, with contractor, the CIH Approved Plan of Action specified in "Submittals" in Part 1 of this specification.
 3. **Work Procedures:** Workers will don two (2) suits, gloves and appropriate respiratory protection in accordance with 29 CFR 1910.134. Workers will activate the negative air system associated with the mini-enclosure. The workers, in accordance with all applicable Federal and District of Columbia regulations, will perform necessary removal and/or encapsulation of asbestos containing material. Non-asbestos

- containing material to be salvaged, as stated in scheduled work plan, shall be properly decontaminated prior to its removal from the work area.
4. **Waste Removal:** All asbestos containing materials shall be sufficiently wet and placed in bags, drums, or other approved and labeled disposal containers. All waste disposal containers shall be properly decontaminated. Disposal shall be performed as specified in "Cleanup and Disposal" below.
 5. **Decontamination Procedures:** Thoroughly clean via wet wiping and HEPA vacuuming all surfaces within the mini-enclosure so that no visible residue remains. Workers will decontaminate by HEPA vacuuming the outer protective suit. Workers will reinspect the area for visible residue, clean as necessary, then decontaminate the inner protective suit. Once entire area is completely decontaminated, the workers may remove and properly dispose of the second suit and shower. Once showered, the worker may exit the mini-enclosure system and remove respiratory protection. If a remote shower facility is utilized, the workers shall follow the same procedure as stated above, however, the second suit shall be removed upon entering the remote shower facility.
 6. **Final Visual Inspection:** Once all work for the specified area has been completed and workers have exited the mini-enclosure system, the Project CIH will enter the enclosure system to perform a final visual inspection to insure that there is no visible residue and all work has been completed.
 7. **Final Air Sample Clearance:** The following final clearance sampling procedure shall be followed for mini-enclosure systems. If the work area passes final visual inspection, a final clearance air sample shall be conducted by the Project CIH inside the mini-enclosure system. The clearance air sample will have a total volume of at least 1200 liters of air and shall be analyzed by Phase Contrast Microscopy (PCM) following the NIOSH 7400 method A rules. This sample shall be read on-site by the Project CIH. Upon failure of the clearance sample by PCM analysis, another sample shall be conducted and analyzed by Transmission Electron Microscopy (TEM) and submitted to an accredited laboratory with all extra cleaning and sampling at no cost to the Government.
 8. **Post-Clearance:** Upon clearance of the mini-enclosure system both by visual and air sampling, the system can be used at another location, leaving the previous work area non-hazardous for other trades to perform routine work.

3.7 QUALITY CONTROL:

- A. **Monitoring:** Monitoring of airborne concentrations of asbestos shall be in accordance with 29 CFR 1910.1001, 29 CFR 1926.1101, ASTM E 849, and this specification.
 1. **Monitor the airborne concentration** of asbestos before constructing the containment work area, to obtain a baseline fiber concentration in the affected areas. If the baseline air monitoring results, exceeds 0.01 f/cc immediately notify the AOC/SOHB.
 2. **Monitor continuously** during the course of the work inside the asbestos work area and other areas as directed by the Project CIH's air sampling strategy. In addition to that sampling strategy, and at a minimum, perform daily monitoring outside the entrance to the asbestos work area, along each perimeter wall of the containment and at the

exhaust opening of the local exhaust system. If monitoring shows airborne concentrations greater than the asbestos control limits permitted by this specification, immediately stop all work, and notify the AOC/SOHB. Work shall not be restarted without approval of the Project CIH and the AOC/SOHB.

3. **In addition**, monitor the airborne concentrations of asbestos after final cleanup and removal of the enclosure of the asbestos control area in accordance with paragraph "Final Cleanup and Removal of Enclosures."
- B. **Site Inspection and Stop Work Orders:** While performing asbestos abatement work, the Contractor shall be subject to on site inspection by agency officials or agency contracted inspection services. Work shall also be subject to inspection by OSHA and EPA inspectors and/or local building or health officials. If found to be in violation by one of these officials, the Contractor shall cease all work immediately. Until the violation is resolved, standby time required to resolve the violation shall be at the Contractor's expense. Five complete sets of equipment (such as respirators and disposable clothing) required for entry to the asbestos control area shall be available for inspectors use.

3.8 CLEANUP AND DISPOSAL:

- A. **Permits and Notifications:** Secure necessary permits in conjunction with asbestos removal, hauling and disposition and provide timely notification of such actions, as may be required by Federal, state, regional, and local authorities. When required by regulation, ensure that notification to the Regional Office of the EPA and the responsible agency for the District of Columbia is made,; provide copies of the notification to the AOC/SOHB 20 days prior to the commencement of the work. Provide notification in accordance with 40 CFR 61.22(d)(1).
- B. **Housekeeping:** Essential parts of asbestos dust control are housekeeping and cleanup procedures. All surfaces throughout the containment work area shall be maintained free of accumulations of asbestos fibers to prevent further dispersion. Give meticulous attention to restricting the spread of dust and debris, keep waste from being distributed over the general area. Use approved industrial vacuum cleaners with a HEPA filters to collect dust and small scrap. The use of compressed air is forbidden. Post appropriate asbestos hazard warning signs. At the end of each work shift, the containment area shall be cleaned. Equip personnel engaged in cleaning up asbestos scrap and waste with necessary respiratory equipment and protective clothing.
- C. **Disposal of Friable Asbestos:** Collect and dispose of friable asbestos waste, scrap, debris, bags, containers, equipment, and asbestos-contaminated clothing which may produce airborne concentrations of asbestos fibers in disposal bags or containers approved as specified in Part 1 above for post-award submittals. Prior to placing in bags or containers, thoroughly wet down asbestos wastes to reduce airborne concentrations. All asbestos waste shall be double bagged, wrapped or contained in accordance with 40 CFR Subpart M. At the end of each work shift, all waste asbestos materials shall be removed from the containment. Obtain approval from the AOC/SOHB and affected AOC building Superintendent's office, when the removal of the containerized asbestos waste is scheduled from the containment area. The contractor shall make arrangements for the transportation and disposal of all asbestos waste generated under this specification in accordance with all Federal regulations

- at a sanitary landfill that meets EPA requirements. The Contractor will provide the AOC/SOHB with a copies of all Waste Shipment Records, hauler's receipts, and landfill receiving tickets resulting from the disposal of the asbestos waste as specified in Part 1 above for disposal receipt submittals. Establishment of any on-site temporary holding area for properly packaged asbestos waste must have prior approval from the AOC/SOHB. At no time shall the Contractor receive any asbestos-containing waste from other jobs, compliance inspectors or other sources without prior approval from the AOC/SOHB.
- D. **Final Cleanup:** The Contractor shall notify the AOC/SOHB and the Project CIH that the work area is ready for final inspection. The Project CIH shall inspect the work area prior to performing final air sampling. Visual observation of asbestos materials, dust or debris is not permitted on any surface in or around the work area. Clean work area in accordance with EPA approved methods. Once the visual observation is satisfied apply a lock down encapsulant.
- E. **Lock down encapsulation:** Lock down encapsulation is an integral part of the ACM removal. At the conclusion of ACM removal and before final air sampling, all surfaces shall be encapsulated with a lock down encapsulant. Apply two coats of encapsulant in strict accordance with the manufacturer's instructions. Any deviation from the instructions must be approved by the AOC's representative in writing prior to commencing the work. Apply the first coat of encapsulant with an airless sprayer at a pressure and using a nozzle orifice as recommended by the manufacturer. If the surface has been allowed to dry, wet wipe or HEPA vacuum prior to spraying with encapsulant. Apply a second coat over the first coat in strict conformance with the manufacturer's instructions. Color the encapsulant and contrast the color in the second coat so that visual confirmation of completeness and uniform coverage of each coat is possible. Adhere to the manufacturer's instructions for coloring. At the completion of the encapsulation, the surface must be a uniform third color produced by the mixture.
1. **Exposed Edges:** Seal edges of ACM exposed by removal work such as ACM left due to being outside the scope of work for this contract, or is inaccessible such as a sleeve or wall penetration, with one coat of penetrating encapsulant and one coat of bridging encapsulant. Prior to sealing, permit the exposed edges to dry completely in between the coats to permit penetration of the encapsulant.
- F. **Final Air Sampling:** Perform air sampling for clearance purposes in accordance with current District of Columbia or State of Maryland regulations, as applicable. Copies of the clearance air sample results are to be faxed to the District of Columbia Department of Health, Air Quality Division or Sate of Maryland, as applicable.
- G. **Removal of Enclosure:** If asbestos concentrations do not exceed clearance criteria, contact the AOC/SOHB for authorization for the removal of the enclosure. Ensure that copies of the clearance air sample results are telefaxed to the District of Columbia Department of Health, Air Quality Division.
- H. **Re-Occupancy Inspection:** The Contractor shall notify the AOC/SOHB and the Project CIH that the work area is ready for re-occupancy inspection. The Project CIH, shall inspect

the work area after removal of the enclosure and shall ensure that no visible debris is observed. If visible debris is observed, the Contractor shall clean the work area as directed by the Project CIH, in accordance with EPA approved methods until no visible debris are observed. The Project CIH shall provide verbal re-occupancy approval to the AOC/SOHB immediately after this inspection. Documentation of the re-occupancy inspection shall be provided to the AOC/SOHB within 24 hours after approving an area for re-occupancy.

3.9 SCHEDULE OF MINIMUM PROCEDURES FOR SPECIFIC AREAS

- A. **Areas are identified on the drawings.** Plan asbestos removal work and field verify actual extent of areas where each procedure is required. Architect shall survey areas and approve work plans; notify Architect no less than 7 days in advance. Unit prices shall be used to adjust changes to the Contract Sum.
- B. **Scheduled procedures** are minimum requirements for each type and location of asbestos removal; additional tasks and procedures may be required by individual field conditions or directed by Architect or CIH.
- C. **Develop procedures** for the following work items:
 - 1. Areas to remove baseboard molding with asbestos-containing mastic.
 - 2. Areas to remove asbestos-containing duct insulation to permit new duct connections or rerouting existing ducts.
 - 3. Areas to remove asbestos-containing pipe insulation to permit new pipe connections or rerouting existing pipes.

END OF SECTION 028213

SECTION 028313 - LEAD ABATEMENT PROCEDURES**PART 1 - GENERAL****1.1 DESCRIPTION**

- A. **This section** specifies abatement and disposal of lead containing products and controls needed to limit occupational and environmental exposure to lead hazards.

1.2 SCOPE OF WORK

- A. **Prior to starting work**, the contractor will perform testing of all surfaces to be disturbed during asbestos abatement and mold removal activities for the presence of lead based paint.
1. If lead based paint is detected above the permissible levels outlined in this specification section and applicable publications, the contractor shall submit a proposed change to abate the lead based paint in all areas to be disturbed.

1.3 APPLICABLE PUBLICATIONS

- A. **The publications** listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

B. **CODE OF FEDERAL REGULATIONS (CFR):**

CFR 29 Part 1910	Occupational Safety and Health Standards
CFR 29 Part 1926	Safety and Health Regulations for Construction
CFR 40 Part 148	Hazardous Waste Injection Restrictions
CFR 40 Part 260	Hazardous Waste Management System: General
CFR 40 Part 261	Identification and Listing of Hazardous Waste
CFR 40 Part 262	Standards Applicable to Generators of Hazardous Waste
CFR 40 Part 263	Standards Applicable to Transporters of Hazardous Waste
CFR 40 Part 264	Standards for Owners and Operations of Hazardous Waste Treatment, Storage, and Disposal Facilities
CFR 40 Part 265	Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
CFR 40 Part 268	Land Disposal Restrictions
CFR 49 Part 172	Hazardous Material Table, Special Provisions, Hazardous Material Communications, Emergency Response Information, and Training Requirements
CFR 49 Part 178	Specifications for Packaging

C. **National Fire Protection Association (NFPA):**

NFPA 701-1989	Methods of Fire Test for Flame-Resistant Textiles and Films
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D. **National Institute For Occupational Safety And Health (NIOSH)**

NIOSH OSHA Booklet 3142 Lead in Construction

E. **Underwriters Laboratories(UL):**

UL 586-1990 High-Efficiency, Particulate, Air Filter Units

F. **American National Standards Institute:**

Z9.2-1979(R1991) Fundamentals Governing the Design and Operation of Local Exhaust Systems.

G. **HUD's Guidelines For the Evaluation and Control of Lead - Based Paint Hazards in Housing**

1.4 **DEFINITIONS**

A. **Action Level:** Employee exposure, without regard to use of respirations, to an airborne concentration of lead of 30 micrograms per cubic meter of air averaged over an 8-hour period. As used in this section, 30 micrograms per cubic meter of air" refers to the action level.

B. **Area Monitoring:** Sampling of lead concentrations which is representative of the airborne lead concentrations which may reach the breathing zone of personnel potentially exposed to lead.

C. **Physical Boundary:** Area physically roped or partitioned off around an enclosed lead control area to limit unauthorized entry of personnel. As used in this section, "inside boundary" shall mean the same as "outside lead control area."

D. **Certified Industrial Hygienist (CIH):** As used in this section, refers to an Industrial Hygienist employed by the contractor and is certified by the American Board of Industrial Hygiene in comprehensive practice.

E. **Change Rooms and Shower Facilities:** Rooms within the designated physical boundary around the lead control area equipped with separate storage facilities for clean protective work clothing and equipment and for street clothes which prevent cross- contamination.

F. **Competent Person:** A person capable of identifying lead hazards in the work area and is authorized by the contractor to take corrective action.

G. **Decontamination Room:** Room for removal of contaminated personal protective equipment (PPE).

H. **Eight-Hour Time Weighted Average (TWA):** Airborne concentration of lead averaged over an 8-hour workday to which an employee is exposed.

- I. **High Efficiency Particulate Air (HEPA) Filter Equipment:** HEPA filtered vacuuming equipment with a UL 586 filter system capable of collecting and retaining lead-contaminated paint dust. A high efficiency particulate filter means 99.97 percent efficient against 0.3 micron size particles.
- J. **Lead:** Metallic lead, inorganic lead compounds, and organic lead soaps. Excluded from this definition are other organic lead compounds.
- K. **Lead Control Area:** An enclosed area or structure with full negative pressure containment to prevent the spread of lead dust, paint chips, or debris of lead-containing material removal operations. The lead control area is isolated by physical boundaries to prevent unauthorized entry of personnel.
- L. **Lead Permissible Exposure Limit (PEL):** Fifty micrograms per cubic meter of air as an 8-hour time weighted average as determined by 29 CFR 1926.62. If an employee is exposed for more than 8 hours in a work day, the PEL shall be determined by the following formula.
$$\text{PEL (micrograms/cubic meter of air)} = 400 / \text{No. of hrs worked per day}$$
- M. **Personnel Monitoring:** Sampling of lead concentrations within the breathing zone of an employee to determine the 8-hour time weighted average concentration in accordance with 29 CFR 1926.62. Samples shall be representative of the employee's work tasks. Breathing zone shall be considered an area within a hemisphere, forward of the shoulders, with a radius of 150 mm to 225 mm (6 to 9 inches) and the center at the nose or mouth of an employee.
- N. **Architect:** The Architect of the Capitol.

1.5 QUALITY ASSURANCE

- A. **Before exposure** to lead-contaminated dust, show evidence that workers have completed the comprehensive medical examination as required by 29 CFR 1926.62 (I) (1) (i) & (ii). The examination shall not be required if adequate records show that employees have been examined as required by 29 CFR 1926.62(i) within the last year.
- B. **Medical Records:** Maintain complete and accurate medical records of employees in accordance with 29 CFR 1910.20.
- C. **The Contractor** shall engage the services of an Certified Industrial Hygienist (CIH) certified by the American Board of Industrial Hygiene (ABIH). Selection of the CIH is subject to approval of the Architect. The CIH will be responsible for, but not limited to the following:
 - 1. **Certify Training.**
 - 2. **Review, approve and submit** to the Architect's representative, all lead-containing material removal plan for conformance to the applicable referenced standards.
 - 3. **Inspect and or oversee** the inspection of, all lead-containing material removal work for conformance with the approved plan.
 - 4. **Develop** a monitoring plan and/or perform the monitoring. This is to include samples to test airborne levels of lead to determine exposure.

5. **Ensure work** is performed in strict accordance with specifications at all times.
 6. **Ensure hazardous exposure** to personnel and to the environment are adequately controlled at all times.
 7. **Visually inspect** all lead control areas for cleanliness and perform floor dust wipe testing.
 8. **Review and approve** and submit to the Architect's representative, all sampling data within the time frames outlined in this specification.
 9. **Review, approve and submit** to the Architect, the Contractor's lead compliance program in accordance with 29 CFR 1926.62(e)(2).
 - a. The CIH may delegate the performance of his work, (except for the reviews and approval of plans, programs and sampling strategies), to Industrial Hygienist (IH) he selects, who are qualified by virtue of their training and work experiences to perform tasks. The CIH shall supervise the IH or all of the IH (s) and will be responsible for and review all results of their work. The selection of the CIH and the IH (s), is subject to approval of the Architect.
- D. **Training:** Train each employee performing lead paint removal, lead containing material removal, disposal, and air sampling operations prior to the time of initial job assignment, in accordance with 29 CFR 1926.62.
- E. **Training Certification:** The CIH shall certify all contractor employee Lead Training Certificates. These documents shall be submitted to the Architect as directed by section 1.6.D.6.c of this specification.
- F. **Respiratory Protection Program:**
1. Furnish each employee required to wear a negative pressure respirator or other appropriate type with a respirator fit test at the time of initial fitting and at intervals that are required by 29 CFR 1910.134.
 2. The contractor shall establish and implement a respiratory protection program that has been approved and certified by the project CIH as required by 29 CFR 1910.134, 29 CFR 1910.1025, and 29 CFR 1926.62.
- G. **Hazard Communication Program:** The contractor shall establish and implement a Hazard Communication program that has been approved and certified by the project CIH as required by 29 CFR 1910.1200. Once approved by the Architect and before any work starts, the contractor shall implement this plan.
- I. **Safety and Health Compliance:**
1. **In addition** to the detailed requirements of this specification, comply with laws, ordinances, rules, and regulations of federal, state, and local authorities regarding removing, handling, storing, transporting, licensing and disposing of lead waste materials. Comply with the applicable requirements of the current issue of 29 CFR 1926.62 and this specification. Submit matters regarding interpretation of standards to the Architect for resolution before starting work.

2. **Where specification** requirements and the referenced documents vary, the most stringent requirements shall apply.
- J. **Pre-Construction Conference:** Ten (10) days before beginning any lead containing material removal, the CIH and removal contractor shall meet with the Architect's Occupational Health, Environmental, and Safety Office representative to discuss in detail the lead-containing paint and or material removal work plan. The topic of the Pre-Construction Conference shall include work procedures and precautions for the work plan.
- K. **Supervision:** The competent person assigned to this operation by the contractor, shall be required to be onsite and supervising any and all work being performed inside the Lead Control area.

1.6 SUBMITTAL

- A. **General:** No work involving the removal of lead containing materials shall begin until all submittals required by this specification are approved by the Architect.
- B. **Hazardous Waste Management:**
 1. **Submit a Hazardous Waste Management Plan** within 14 days after award of contract to the Architect for approval. The Hazardous Waste Management plan shall comply with applicable requirements of Federal, State, and local hazardous waste regulations and address:
 - a. Procedures to segregate abatement wastes into separate waste streams to minimize the quantity of hazards waste generated.
 - b. Testing to identify hazardous wastes associated with the work.
 - c. Estimated quantities of wastes to be generated and disposed of.
 - d. Transporter / disposal facility documentation including, name, location, EPA identification number, hazardous waste permits and a 24 hour point of contact.
 - e. Names and qualifications (experience and training) of personnel who will be working on-site with hazardous wastes.
 - f. List of waste handling equipment to be used in performing the work, to include cleaning, volume reduction, and transport equipment.
 - g. Spill prevention, containment, and cleanup contingency measures to be implemented.
 - h. Procedures and schedule for waste containment, removal and disposal. Wastes shall be cleaned up and containerized daily.
 2. **Obtain Architect's generator EPA** identification number from the Architect. Contact the Architect's Safety and Occupational Health Branch's representative for this information.
- B. **Manufacturer's Catalog Data:**
 1. HEPA Vacuums

2. Respirators
 3. HEPA filtered negative air machines.
 4. LBP Removal Chemicals.
 5. All other tools or equipment that the contractor plans on using to remove Lead - Containing materials.
- C. **Instructions:** Paint removal materials. Include applicable material safety data sheets.
- D. **Statements Certifications and Statements:**
1. **Qualifications of CIH:** Submit to the Architect for approval the name, address, and telephone number of the CIH selected to perform responsibilities in paragraph entitled "CIH Responsibilities." Provide previous experience of the CIH on five (5) projects of comparable size, cost and complexity. Submit proper documentation that the Industrial Hygienist is certified by the American Board of Industrial Hygiene in comprehensive practice, including certification number and date of certification/re-certification.
 2. **Qualifications of Competent Person:** Submit to the Architect for approval the name, address, and telephone number of the Competent Person assigned to supervise this operation. Provide all previous experience of the Competent Person related to Lead Abatement operations.
 3. **Testing Laboratory:** Submit to the Architect for approval, the name, address, and telephone number of the testing laboratory selected to performing the analysis and reporting of airborne concentrations of lead wipes, and TCLP sampling. Provide proper documentation that persons performing the analysis have been judged proficient by successful participation within the last year in the American Industrial Hygiene Association (AIHA). Environmental Lead Proficiency Analytical Testing Program (ELPAT). The laboratory shall be accredited by the American Industrial Hygiene Association (AIHA). Provide AIHA and ELPAT documentation along with date of accreditation / re-accreditation.
 4. **Lead-Containing Material Removal Plan:** Ten (10) days before work starts, submit to the Architect for approval, a detailed job-specific plan, approved by the CIH, of work procedures to be used in the removal of lead-containing paint or materials. The plan shall include the name of the Competent Person assigned to supervise the operation, a sketch showing the location, size, and details of lead control areas, type of containment materials used, location and details of decontamination rooms, change rooms, shower facilities, and HEPA filtered mechanical ventilation system.
 - a. Include in the plan, eating, drinking, smoking and restroom procedures, interface of trades, sequencing of lead related work, collected wastewater and lead paint and/or lead containing material debris disposal plan, air sampling plan, respirators, protective equipment, and a detailed description of the method of containment of the operation to ensure that airborne lead concentrations of 30 micrograms per cubic meter of air are not exceeded outside of the lead control area.
 - b. Include air and floor wipe sampling, strategy, sampling methodology, frequency, duration of sampling, and qualifications and training of air monitoring personnel in the sampling portion on the plan.

5. **Field Test Reports:** Monitoring Results: Submit all monitoring results to the Architect's Occupational Health, Environmental, and Safety Office representative, by the next work day. All monitoring and floor wipe test results shall be signed by the testing laboratory, the employee performing the sampling, the employee that analyzed the sample, and the CIH. The quickest turn around time available, shall be used for all floor wipe tests, taken to clear a lead control area.
6. **Records:**
 - a. Submit completed and signed hazardous waste manifest from treatment or disposal facility.
 - b. Before work starts, submit to the Architect for approval, certification of Medical Examinations as required by 29 CFR 1926.62. The CIH shall certify that all employees, who will be engaged in lead - containing material removal operations, have been medically cleared as required by 29 CFR 1926.62.
 - c. Before work starts, submit to the Architect for approval, certification of employee training certified by the CIH.
 - d. Before work starts, submit to the Architect for approval, the CIH approved, the contractor's employee respiratory protection program.
 - e. Before work starts, submit to the Architect for approval, certification of employees respirator fit testing certified by the CIH.
 - f. Before work starts, submit to the Architect for approval, the CIH approved copy of the Hazard Communication Program as required by 29 CFR 1910.1200.
 - g. Before work starts, submit to the Architect for approval, the Contractor's CIH approved lead compliance program in accordance with 29 CFR 1926.62(e)(2).

PART 2 PRODUCTS

2.1 PAINT REMOVAL PRODUCTS:

- A. **Submit for approval,** applicable Material Safety Data Sheets for paint removal products used in paint removal work. Use the least toxic product, suitable for the job and acceptable to the CIH.

PART 3 EXECUTION

3.1 PROTECTION

- A. **Notification:** Notify the Architect's Occupational Health, Environmental, and Safety Office representative 10 days prior to the start of any lead abatement work.
- B. **Lead Control Area Requirements:**
 1. **Establish a lead control area** by completely enclosing with 6 mil poly, where lead-containing material removal operations will be performed.

2. **Contain removal operations** by the use of a negative pressure full containment system with at least one change room and with HEPA filtered exhaust, exhausted to the outside of the building. The negative pressure containment, shall have a minimum of 6 air changes per hour. The contractor shall maintain a -0.020 column inches of water pressure differential, relative to outside pressure. This measurement shall be recorded and maintained within the enclosure as evidenced by manometric measurements and maintained around the clock, or until authorization for containment removal is obtained from the Architect. Hourly readings shall be recorded while lead removal work is being performed. Anytime the negative pressure is less than -0.020 column inches of water pressure differential, relative to outside pressure, all lead removal work inside the containment will stop. The work may be restarted only after the negative pressure is restored to a level of -0.020 column inches of water pressure differential or greater, relative to outside pressure.
- C. **Protection of Existing Work to Remain:** Perform Lead - Containing Material removal work without damage or contamination of adjacent areas. Where existing work is damaged or contaminated, the contractor will restore it to its original condition.
- D. **Boundary Requirements:** Provide physical boundaries around the lead control area by sealing off the area [As designated on the approved work plan] to ensure that airborne concentrations of lead will not reach 20 micrograms per cubic meter of air outside of the lead control area.
- E. **Heating, Ventilating and Air Conditioning (HVAC) Systems:** Shut down, lock out, and isolate HVAC systems that supply, exhaust, or pass through the lead control areas. Seal intake and exhaust vents in the lead control area with 6-mil plastic sheet and tape. Seal seams in HVAC components that pass through the lead control area.
- F. **Change Room and Shower Facilities:** Provide clean change rooms and shower facilities within the physical boundary around the designated lead control area in accordance with requirements of 29 CFR 1926.62.
- G. **Mechanical Ventilation System:**
 1. **Use adequate ventilation** to control personnel exposure to lead in accordance with 29 CFR 1926.62.
 2. **Contain removal operations** by the use of a negative pressure full containment system with at least one change room and with HEPA filtered exhaust, exhausted to the outside of the building. The negative pressure containment, shall have a minimum of 6 air changes per hour. The contractor shall maintain a -0.020 column inches of water pressure differential, relative to outside pressure. This measurement shall be recorded and maintained within the enclosure as evidenced by manometric measurements and maintained around the clock, or until authorization for containment removal is obtained from the Architect. Hourly readings shall be recorded while lead removal work is being performed. Anytime the negative pressure is less than -0.020 column inches of water pressure differential, relative to outside pressure, all lead removal work inside the containment will stop. The work may be restarted only after the negative pressure is

restored to a level of -0.020 column inches of water pressure differential or greater, relative to outside pressure.

- H. **Personnel Protection:** Personnel shall wear and use protective clothing and equipment as specified herein. Eating, smoking, or drinking is not permitted in the lead control area. The CIH shall initially select the appropriate respiratory protection to be used by the employees as required by 29 CFR 1926.62.
- I. **Warning Signs:** Provide warning signs at approaches to lead control areas. Locate signs at such a distance that personnel may read the sign and take the necessary precautions before entering the area. Signs shall comply with the requirements of 29 CFR 1926.62.

3.2 WORK PROCEDURES

- A. **Perform removal of Lead-Containing Material** in accordance with approved Lead-Containing Material removal plan. The assigned Competent Person shall supervise the work and will be on site anytime work in the Lead Control area is on-going. This person shall use procedures and equipment required to limit occupational and environmental exposure to lead when Lead - Containing Material is removed in accordance with 29 CFR 1926.62, except as specified herein. Dispose of removed Lead-Containing Material, any paint chips and associated waste in compliance with Environmental Protection Agency (EPA), federal, state, and local requirements.
- B. **Personnel Exiting Procedures:** Whenever personnel exit the lead-controlled area, they shall perform the following procedures and shall not leave the work until:
 - 1. **Vacuum** themselves off.
 - 2. **Remove protective clothing** in the decontamination room, and place them in an approved impermeable disposal bag.
 - 3. **Shower.**
 - 4. **Change** to clean clothes prior to leaving the physical boundary designated around the lead-contaminated job site.
- C. **Monitoring:** Monitoring of airborne concentrations of lead shall be in accordance with 29 CFR 1926.62 and as specified herein. Air monitoring, testing, and reporting shall be performed by a CIH or an Industrial Hygiene (IH) Technician who is under the direction of the CIH.
 - 1. **The CIH or the IH Technician** under the direction of the CIH shall be on the job site directing the monitoring, and inspecting the Lead - Containing Material removal work to ensure that the requirements of this specification have been satisfied during the entire Lead - Containing Material removal operation.
 - 2. **Personal air monitoring samples** shall be taken on employees who are anticipated to have the greatest risk of exposure as determined by the CIH.
 - 3. **Submit results of air monitoring samples**, signed by the CIH, by the next work day after the air samples are taken. Notify the Architect immediately of exposure to lead at or in excess of the action level of 30 micrograms per cubic meter of air outside of the lead control area.

D. Monitoring During Lead-Containing Material Removal Work:

1. **Perform personal and area monitoring** during the entire Lead-Containing Material removal operation. Sufficient area monitoring shall be conducted at the physical boundary outside the lead control area to ensure unprotected personnel are not exposed above 20 micrograms per cubic meter of air.
 - a. If the outside boundary lead levels are at or exceed 20 micrograms per cubic meter of air, work shall be stopped and the CIH shall notify the Architect immediately.
 - 1) The CIH shall immediately investigate, perform necessary air and/or wipe sampling and render a decision as whether these areas are contaminated are not. The findings of the investigation and the results of any samples taken, shall be reported to the Architect immediately.
 - 2) If the area investigated by the CIH is found to be contaminated with lead, the following procedures shall be followed:
 - a) Work in all lead containment operations shall remain halted.
 - b) The contractor shall decontaminate (clean up) the contaminated area.
 - c) The CIH shall determine the source and cause of the contamination, along with the necessary corrective measures to be taken.
 - d) The contractor shall decontaminate the contaminated area using the corrective measures outlined by the CIH.
 - e) The CIH shall visually inspect the “contractor cleaned” contaminated area and perform floor wipe tests. The number of floor wipe tests will be determined by the CIH. Results of the floor wipe tests shall be less than 100 µg/ft². The CIH shall submit copies of all sample results along with a certification that the area is no longer contaminated with lead.
 - f) If on the second try, the contractor is unable to achieve a floor wipe sample result of less than 100 µg/ft² for a particular area, the following procedures shall be followed:
 1. The CIH shall render a decision as to what clearance level would be achievable for that particular area.
 2. The CIH shall submit to the Architect this decision, along with copies of the sampling data for area, along with a certification that the area is no longer contaminated with lead.
 - G) The Architect will issue the authority to restart work in the lead control area, once the CIH certifies to the Architect, that the contaminated area has been successfully decontaminated.
2. **The CIH** shall review the sampling data collected on that day to determine if condition(s) requires any further change in work methods. Removal work shall resume when approval is given by the Architect.

3. **The Contractor** shall control the lead level outside of the work boundary to less than 30 micrograms per cubic meter of air at all times. As a minimum, conduct area monitoring daily on each shift in which Lead - Containing Material removal operations are performed in areas immediately adjacent to the lead control area. If any outside the work boundary lead levels are at or exceed 30 micrograms per cubic meter of air, work shall be stopped and the CIH shall immediately correct the condition(s) causing the increased levels and notify the Architect immediately. Removal work shall resume when approval is given by the Architect.

3.3 LEAD-CONTAINING Material REMOVAL

- A. **Remove Lead - Containing Material** within the areas designated on the approved Lead - Containing Material removal plan in order to completely expose the substrate. Take whatever precautions are necessary to minimize damage to the underlying substrate.
- B. **Indoor Lead-Containing Material Removal:** Select Lead - Containing Material removal processes to minimize contamination of work areas with lead-contaminated dust or other lead-contaminated debris/waste. This Lead - Containing Material removal process shall be described in the Lead - Containing Material removal plan approved by the Architect.
- C. **After beginning the Lead-Containing Material** removal operation or at the direction of the Architect, the following procedures shall be followed, concerning all reports of possible lead contamination in occupied spaces, within a building that has a Lead Control area:
 1. **The CIH** shall immediately investigate, perform necessary air and/or wipe sampling and render a decision as whether these areas are contaminated and develop a corrective plan of action. The findings of the investigation and the results of any samples taken, shall be reported to the Architect immediately.
 2. **If the area investigated** by the CIH is found to be contaminated with lead, the following procedures shall be followed:
 - a. Work in all lead containment operations shall be halted.
 - b. The contractor shall initiate the corrective plan of action plan developed by the CIH in order to decontaminate the area.
 - c. The CIH shall determine the source and cause of the contamination, along with the necessary corrective measures to be taken to prevent a reoccurrence.
 - d. Before any lead abatement work is restarted, the CIH must certify to the Architect, that the source and cause of the contamination has been corrected. Work may restart once approval from the Architect is received.
 - e. The CIH shall visually inspect the “contractor cleaned” contaminated area and perform floor wipe tests. The number of floor wipe tests will be determined by the CIH. Results of the floor wipe tests shall be less than 100 µg/ft². The CIH shall submit copies of all sample results along with a certification that the area is no longer contaminated with lead.

- f. If on the second try, the contractor is unable to achieve a floor wipe sample result of less than 100 $\mu\text{g}/\text{ft}^2$ for a particular area, the following procedures shall be followed:
 - 1) The CIH shall render a decision as to what clearance level would be achievable for that particular area.
 - 2) The CIH shall submit to the Architect this decision, along with copies of the sampling data for area, along with a certification that the area is no longer contaminated with lead.

3.5 CLEANUP AND DISPOSAL:

- A. **Cleanup:** Maintain surfaces of the lead control area free of accumulations of Lead - Containing Material chips and dust. Restrict the spread of dust and debris; keep waste from being distributed over the work area. Do not dry sweep or use compressed air to clean up the area. At the end of each shift and when the Lead - Containing Material removal operation has been completed, clean the area of all visible Lead - Containing Material contamination, dust and debris by vacuuming with a HEPA filtered vacuum cleaner and wet wipe and or mopping the area.
- B. **Certification:** The CIH shall certify in writing the following:
 1. **The inside and outside** of each lead control area air monitoring samples are less than 30 micrograms per cubic meter of air.
 2. **The respiratory protection** for the employees was adequate and the work procedures were performed in accordance with 29 CFR 1926.62 and this specification, and that there were no visible accumulations of lead-contaminated Lead - Containing Material and dust on the work site.
 3. **The CIH** shall perform floor wipe test(s) by using methodology that is outlined in HUD's Guidelines for the Evaluation and Control of Lead - Based Paint hazards in Housing. A Lead Control area is considered complete if all floor wipe sample results are below 100 $\mu\text{g}/\text{ft}^2$. Do not remove the lead control area or roped-off boundary and warning signs prior to the Architect's approval and receipt of the CIH's certification.
 4. **Re-clean and re-sample** any Lead Control area showing dust or residual Lead - Containing Material (chips) or floor wipe sample results that are above 100 $\mu\text{g}/\text{ft}^2$.
 5. **If after the second attempt**, the contractor is unable to achieve a floor wipe sample result of less than 100 $\mu\text{g}/\text{ft}^2$ for a particular lead control area, the following procedures shall be followed:
 - a. The CIH shall render a decision as to what clearance level would be achievable for that particular control area.
 - b. The CIH shall submit to the Architect this decision, along with copies of the sampling data for containment removal approval.
 - c. The Architect may have the CIH's decision reviewed by a third party CIH.

- C. **Testing of Lead-Containing Material Residue:** Where indicated or when directed by the Architect, test all potential Lead - Containing waste by following the Toxicity Characteristic Leaching Procedure (TCLP) for lead in accordance with 40 CFR 261.
- D. **Disposal:**
1. **Collect** all potential lead-contaminated waste, including but not limited to, removed paint chips, abrasive blast medium, architectural components, scrap, debris, bags, containers, equipment, and lead-contaminated clothing.
 2. **For drummed waste**, store in U.S. Department of Transportation (49 CFR 178) approved 55-gallon drums to identify the type of waste (49 CFR 172) and the date lead contaminated wastes were first put into the drum.
For architectural components, e.g., doors, windows, and molding, store so as to prevent environmental contamination. Six - mil plastic sheeting should be placed underneath and on top of the material; plywood or other durable material should be placed on top of the plastic to prevent it from being punctured. Transport waste in covered vehicle only.
 3. **Periodically remove hazardous wastes** so that 90 calendar day storage limitation is not exceeded.
 4. **Handle, store, transport, and dispose** lead or lead-contaminated waste in accordance with 40 CFR 260, 40 CFR 261, 40 CFR 262, 40 CFR 263, 40 CFR 264, and 40 CFR 265. Comply with land disposal restriction notification requirements as required by 40 CFR 268.
 5. **Disposal Documentation:** Submit written evidence that the hazardous waste transporter and the treatment, storage, or disposal facility (TSDF) is approved for lead disposal by the EPA and state or local regulatory agencies. Submit one copy of the completed manifest, signed and dated by the initial transporter in accordance with 40 CFR 262. Submit Certification of disposal from TSDF.

END OF SECTION 028313

GENERAL DECISION: **DC20080003** 02/08/2008 DC3

Date: February 8, 2008

General Decision Number: **DC20080003** 02/08/2008

Superseded General Decision Number: DC20070003

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/08/2008

ASBE0024-001 10/01/2007

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator		
Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 27.88	13.88

ASBE0024-002 10/01/2007

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER		
Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 17.95	6.50

ASBE0024-005 10/01/2007

	Rates	Fringes
Fire Stop Technician.....	\$ 22.95	6.39

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or

concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

BRDC0001-001 04/30/2007

	Rates	Fringes
BRICKLAYER.....	\$ 25.90	6.19

CARP0132-006 05/01/2007

	Rates	Fringes
Carpenters (Including Drywall Hanging).....	\$ 24.37	6.15
Piledriver.....	\$ 22.87	6.85

ELEC0026-003 09/03/2007

	Rates	Fringes
Communication Technician.....	\$ 23.15	3%+6.87

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

ELEC0026-016 11/05/2007

	Rates	Fringes
Electricians (Excluding Communication-Low Voltage Wiring).....	\$ 34.55	11.39+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Jr.'s Birthday, Inauguration Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day or days designated as legal holidays by the Federal Government.

ENGI0077-009 05/01/2007

	Rates	Fringes
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Power equipment operators:

Boom Trucks.....	\$ 26.47	6.82+a+b
Cranes (35 tons and above).. <td>\$ 27.64</td> <td>6.82+a+b</td>	\$ 27.64	6.82+a+b
Cranes (under 35 tons).....	\$ 27.18	6.82+a+b
Forklifts.....	\$ 19.90	6.82+a
Piledrivers.....	\$ 27.18	6.82+a

a. PAID HOLIDAYS:

New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY:

Tower cranes and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

IRON0005-001 06/01/2007

	Rates	Fringes
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Ironworkers:

Structural, Ornamental and Chain Link Fence.....	\$ 26.73	11.995
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IRON0201-003 05/01/2007

	Rates	Fringes
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Ironworker (Reinforcing).....	\$ 24.80	12.08
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LABO0657-001 06/01/2007

	Rates	Fringes
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Laborer:Skilled.....	\$ 18.81	4.29
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FOOTNOTE: Potmen, power tool operator, small machine operator, concrete labor including concrete preparation, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinnig, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers (tile laid on road construction projects ONLY), operators of jackhammer, paving breakers, spaders or any machine that does the same general type of work, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline builders of trestle scaffolds over one tier high and sand blaster, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen.

LABO0657-002 06/01/2007

	Rates	Fringes
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Laborers:

Mason Tenders, Brick.....	\$ 14.14	4.29
Mortarmen, Scaffold		
Builders.....	\$ 14.90	4.29

MARB0002-002 05/01/2007

	Rates	Fringes
Marble & Stone Mason.....	\$ 31.00	11.52

INCLUDES pointing, caulking and cleaning of All types of masonry, brick, stone and cement structures; EXCEPT pointing, caulking and cleaning of exisiting masonry, brick, stone and cement (restoration work)

MARB0003-001 05/01/2007

	Rates	Fringes
Mosaic & Terrazzo Worker, Tile Layer		
Marble Mason and Tile Layer..	\$ 24.67	8.78
Terrazzo Worker.....	\$ 25.42	8.78

MARB0003-004 05/01/2007

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 19.84	7.90

PAIN0051-004 06/01/2007

	Rates	Fringes
Glaziers		
Contracts \$2 million and under.....	\$ 24.12	7.46
Contracts over \$2 million...	\$ 26.34	7.46

PAIN0051-010 06/01/2007

	Rates	Fringes
Painters:		
Brush, Roller, Spray and Drywall Finisher.....	\$ 23.31	7.31

PLAS0891-003 05/01/2007

	Rates	Fringes
Cement Mason/Concrete Finisher...	\$ 26.15	6.01

* PLUM0005-007 10/21/2007

	Rates	Fringes
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Plumbers

Apartment Buildings over 4 stories (except hotels), schools, colleges and speculative office buildings, strip shopping centers, churches, water coolers, room air conditioning units, appliances, packaged ice machines and light commercial refrigeration and/or air conditioning systems serving a single business in a single story building and not to exceed 5. h.p. or tons, self-contained package unit up to including 5 h.p. or tons. \$ 21.54 8.33+a
 ALL Other Work.....\$ 33.92 12.94+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

 PLUM0602-006 11/01/2007

	Rates	Fringes
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Steamfitter, Refrigeration & Air Conditioning Mechanic (Including HVAC Pipe Work).....	\$ 33.27	13.57+a
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a. PAID HOLIDAYS:

New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after Thanksgiving Day and Christmas Day.

 SFDC0669-001 01/01/2007

	Rates	Fringes
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Sprinkler Fitters.....	\$ 27.45	13.40
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 SHEE0100-002 07/01/2007

	Rates	Fringes
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Sheet Metal Worker (Including HVAC Duct Work).....	\$ 31.54	11.65
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 SUDC2000-001 04/12/2000

	Rates	Fringes
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Laborer, Unskilled.....	\$ 11.83	2.23
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Pointer, caulker and cleaner
 INCLUDES pointing,

caulking and cleaning of
existing masonry, brick,
stone and cement
structures (restoration
work); EXCLUDES pointing,
caulking and cleaning of
new or replacement
masonry, brick, stone and
cement.....\$ 20.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the
Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the
Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

WD 1978-1183.txt

REGISTER OF WAGE DETERMINATIONS UNDER	U. S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D. C. 20210
	Wage Determination No. : 1978-1183
William W. Gross	Division of Revision No. : 43
Director	Wage Determinations Date Of Last Revision: 01/17/2008

States: District of Columbia, Maryland, Virginia, West Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Montgomery, Prince George's, St Mary's

Virginia Counties of Arlington, Clarke, Culpeper, Fairfax, Fauquier, Frederick, Greene, King George, Loudoun, Madison, Orange, Page, Prince William, Rappahannock, Shenandoah, Stafford, Warren, Westmoreland

West Virginia Counties of Berkeley, Jefferson, Morgan

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
23210 - Elevator Repairer	35.07
23220 - Elevator Repairer Helper	24.55

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$8.775 per hour for all hours worked

VACATION: Annual vacation pay is accrued as follows: After 6 months but less than 5 years of service in the industry, 6 percent of regular hourly rate for all hours worked, not to exceed 120 hours pay; more than 5 years of service in the industry, 8 percent of regular hourly rate for all hours worked, at least 160 hours vacation pay. Maximum hours of vacation pay are applicable to an employee who works 1750 hours or more but less than 2000 hours in the year.

HOLIDAYS: A minimum of eight paid holidays per year: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Day after Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

PENSION: \$4.96 per hour for all hours worked.

EDUCATIONAL FUND: Elevator Quarterly 9 - \$.55 per hour

Elevator Annuity and 401 (k) Plan: \$2.00 per hour for all hours worked

Work Preservation Fund - \$.18

BID BOND <i>(See instruction on reverse)</i>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	OMB NO.:9000-0045
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL *(Legal name and business address)*

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP
☐ JOINT VENTURE ☐ CORPORATION

STATE OF INCORPORATION

SURETY(IES) *(Name and business address)*

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
					FOR <i>(Construction, Supplies, or Services)</i>	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1.	2.	3.	Corporate Seal	
		<i>(Seal)</i>	<i>(Seal)</i>		
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.		
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1.	2.	<i>(Seal)</i>		
		<i>(Seal)</i>			
NAME(S) <i>(Typed)</i>	1.	2.	<i>(Seal)</i>		
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT (\$)
	SIGNATURE(S)	1.	2.	Corporate Seal	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is usable

STANDARD FORM 24 (REV. 10-98)
Prescribed by GSA - FAR (48 CFR) 53.228(a)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

**** NOTICE ****

TO: ALL VENDORS/CONTRACTORS/CONSULTANTS

FROM: THE OFFICE OF THE ARCHITECT OF THE CAPITOL

Due to requirements set forth in the DEBT COLLECTION IMPROVEMENT ACT OF 1996 (PUBLIC LAW 104-134), all payments made to vendors, contractors and consultants doing business with the Federal Government must be made by Electronic Funds Transfer (EFT) directly to your financial institution. If you are currently enrolled under EFT with the Architect of the Capitol, no further action is necessary other than to report changes.

EFT payments are cost effective, enabling prompt, convenient and reliable payments directly to a designated bank account.

The Architect of the Capitol, in making EFT payments, supplies the financial institution with identifying information (ie. invoice number), which accompanies each transaction. The financial institution in turn can supply this information to the account holder.

Therefore, to accomplish the mandate of P. L. 104-134, it is necessary that the attached sheet; PAYMENT INFORMATION FORM ACH VENDOR PAYMENT SYSTEM be completed and returned with your bid or offer as set forth in Section G of the solicitation.

**PAYMENT INFORMATION FORM
ACH VENDOR PAYMENT SYSTEM**

This form is used for ACH payments with an addendum record that carries payment-related information. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. The information will be transmitted in the CCD+ format to the designated financial institution.

Debt Collection Improvement Act of 1996

PAPERWORK REDUCTION ACT STATEMENT

The information being collected on this form is pursuant to Public Law 104-134, which mandated Electronic Funds Transfer for recipients of all federal payments (excluding IRS tax refunds) beginning July 24, 1996. This information will be needed by the Treasury Department to transmit payments and related data.

COMPANY INFORMATION

NAME:

ADDRESS:

CONTRACT NUMBER: **AOC-**_____

TAXPAYER IDENTIFICATION NUMBER (TIN):

CONTACT PERSON NAME:

TELEPHONE NUMBER: ()

FAX NUMBER: ()

AGENCY INFORMATION

NAME: ARCHITECT OF THE CAPITOL - FORD HOUSE OFFICE BUILDING

ADDRESS: ACCOUNTING DIVISION, ROOM H2-205

WASHINGTON, D.C. 20024

FAX NUMBER: (202) 225-7321

CONTACT PERSON NAME: MR. JAMES JARBOE

TELEPHONE NUMBER: (202) 226-2552

FINANCIAL INSTITUTION INFORMATION

BANK NAME:

BRANCH LOCATION: (If applicable)

CONTACT NAME:

TELEPHONE NUMBER: ()

NINE DIGIT ROUTING TRANSIT NUMBER: _ _ _ _ _

DEPOSITOR ACCOUNT NUMBER:

TYPE OF ACCOUNT: _ _ _ _ CHECKING _ _ _ _ SAVINGS _ _ _ _ LOCKBOX

SIGNATURE AND TITLE OF REPRESENTATIVE:

TELEPHONE NUMBER:



CP-491
(4-96)

UNITED STATES CAPITOL POLICE
WASHINGTON, D.C. 20510-7218

For AOC use only:

ID required _____

No ID _____

REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS

Please report with: (1) a form of valid photo identification and (2) this form; to the Identification Section,
Room 103B, U.S. Capitol Police Headquarters, 119 D Street, N.E.



1 Name (Last, First, Middle)

Address:

Street & No.

City & State

Zip

Tele:

2 Other names ever used (e.g. maiden name, nickname, etc.)

3 Date of Birth (Month, Day, Year)

4 Birthplace (City and State or Country)

5 Social Security Number

6 Sex

☐ Male

☐ Female

7 Race

8 Height

9 Weight

10 Eye Color

11 Hair Color

SIGNATURE AND RELEASE OF INFORMATION:

READ THE FOLLOWING CAREFULLY BEFORE YOU SIGN:

- I understand that the information provided above will be used to check the criminal history records of the Federal Bureau of Investigation (FBI).
- I consent to the use of the information provided above in making a security determination concerning me.
- I certify that, to the best of my knowledge and belief, all the information provided above is true, correct, and complete, and made in good faith.

12 Signature

13 Date Signed (Month, Day, Year)

AUTHORIZED REQUESTER**14 Name/Employing Office**
_____**15 Title**
_____**16 Telephone number**
_____**17 Date of Request**
_____**SIGNATURE AND REQUEST:**

I request that the applicant/employee indicated above be fingerprinted by the United States Capitol Police and that these fingerprints be submitted for a check of the criminal history records of the Federal Bureau of Investigation (FBI). This check will be used in making a security determination concerning this applicant/employee.

18 Signature
_____**19 Date Signed (Month, Day, Year)**
_____**IDENTIFICATION SECTION****20 Individual Receiving Request**
_____**21 Date/Time Received**
_____**22 IS #:**
